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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91173189
Party	Plaintiff MONSTERCOMMERCE, LLC MONSTERCOMMERCE, LLC 10715 Norton Lane , IL 62286
Correspondence Address	Brian J. Winterfeldt Ballard Spahr Andrews & Ingersoll, LLP 601 13th Street, N.W. Washington, DC 20005-3807 UNITED STATES
Submission	Motion to Amend Pleading/Amended Pleading
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Signature	/Hara K. Jacobs/
Date	02/20/2007
Attachments	Opposer's Second Motion to Amend Notice of Opposition.pdf (12 pages) (342567 bytes) Exhibits 1-9.pdf (191 pages)(5887573 bytes) Exhibit 10 - Opposer's Proposed Second Amended Notice of Opposition.pdf (206 pages)(5442292 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Application Serial No. 78/612,360
Published in the *Official Gazette* on May 30, 2006

TEMPLATEMONSTER

MONSTERCOMMERCE, LLC,)	
)	
Opposer,)	
)	
v.)	Opposition No. 91173189
)	
IGOR LOGNIKO,)	
)	
Applicant.)	
)	

OPPOSER'S SECOND MOTION TO AMEND NOTICE OF OPPOSITION

Opposer, MonsterCommerce, LLC ("MonsterCommerce" or "Opposer"), hereby moves the Board pursuant to Federal Rule of Civil Procedure 15(a) for leave to amend the Amended Notice of Opposition to assert additional grounds for its Opposition to the application of Igor Lognikov¹ ("Lognikov" or "Applicant") to register the mark TEMPLATEMONSTER. Opposer's Proposed Second Amended Notice of Opposition is attached hereto as Exhibit 10.

PRELIMINARY STATEMENT

MonsterCommerce seeks to amend its Amended Notice of Opposition to assert two newly discovered grounds as bases for the Opposition. The first ground is that Applicant is not the owner of the TEMPLATEMONSTER mark and cannot be the owner of the mark based on

¹ Applicant has filed a motion to amend the Application to reflect that the correct spelling of the Applicant's name is Igor Lognikov and has explained that the identification of Applicant as Igor Logniko was a spelling error. Accordingly, Opposer refers to Applicant herein as "Lognikov."

express admissions made by him to a federal district court in Florida. The second ground is that mark TEMPLATEMONSTER is not being used as depicted in the application because the mark is being used as two words “TEMPLATE MONSTER” and not one word “TEMPLATEMONSTER.”

MonsterCommerce should be permitted to amend its Notice of Opposition to assert that the Application is void because Applicant is not the owner of the mark and because Applicant committed fraud on the Patent and Trademark Office when he declared that he was the owner of the mark. Additionally, MonsterCommerce should be permitted to assert that the mark is not being used as depicted in the Application and that an amendment of the mark should be required, along with a disclaimer of the term “template.” Opposer’s amendment is meritorious, is amply supported by documentary evidence and Applicant will not be prejudiced by the amendment because discovery in this matter is still in the beginning stages.

PROCEDURAL BACKGROUND

Applicant is seeking to register the mark TEMPLATEMONSTER for software for developing websites using pre-formatted templates and for website design services. MonsterCommerce is the owner of a federal registration for the mark MONSTERCOMMERCE for, inter alia, software enabling users to build an e-commerce website. MonsterCommerce is also the owner of a family of MONSTER marks for its e-commerce services, including e-commerce design software and systems, website design, promotion and hosting, merchant accounts, and domain name services. On September 27, 2006, MonsterCommerce timely filed a Notice of Opposition to the TEMPLATEMONSTER application on the ground that Applicant’s mark is likely to cause confusion with the MONSTERCOMMERCE mark and Opposer’s family of MONSTER marks. Discovery is in the initial stages, with both parties having served

document and interrogatory requests. No depositions have been scheduled by either party. The discovery deadline is not until June 15, 2007.

STATEMENT OF FACTS

A. Applicant Represented to a Federal District Court that He Has No Business Relationship or Involvement With TemplateMonster.com

Applicant, Igor Lognikov, filed the application for the TEMPLATEMONSTER mark on April 19, 2005, claiming himself as the “applicant” and “owner.” (Application, Exh. 1.) The Application states, “The Applicant, or the applicant’s related company or licensee, is using the mark in commerce” (*Id.*) As the specimen for the Application, Lognikov submitted a digital image of the home page from the website www.templatemonster.com. (Specimen, Exh. 2.) Lognikov described the specimen as “A digital image of a webpage that is currently used in commerce.” (Application, Exh. 1.)

On June 28, 2006, Corbis Corporation (“Corbis”), filed a Complaint and motion for preliminary injunctive relief in the United States District Court for the Southern District of Florida against Lognikov, templatemonster.com, and various other web site entities alleging that they had engaged in a vast conspiracy to pirate Corbis’ copyrighted photographic images. (Complaint, Exh. 3.) On July 6, 2006, the court granted Corbis’ motion for a temporary restraining order and preliminary injunction (the “Order”). (Order dated July 6, 2006, Exh. 4.) As part of the Order, the court froze defendants’ assets, including those of Lognikov and templatemonster.com, and ordered the defendants to take down all of the images owned by Corbis. (*Id.* at pp. 2-7, Exh. 4.)

On July 25, 2006, Corbis filed a motion for order to show cause why the defendants were not in contempt of the court’s Order, alleging multiple violations of the court’s extant Order. (Motion for Order to Show Cause, Exh. 5.) Lognikov, templatemonster.com and certain of the

other defendants filed their response to Corbis' motion on August 7, 2006 ("Lognikov Response"). As described in the first page of the Lognikov Response, the answering defendants grouped themselves into two categories. (Lognikov Response at p.1, Exh. 6.) The first category, the "Lognikov Defendants," consisted of Lognikov, Web Design Library and Artvertex, Inc. (Id.) The second category, the "Template Defendants," consisted of templatemonster.com; [templatetuning](http://templatetuning.com); template-help.com; templatedelivery.com; mytemplatestorage.com; site2you.com; and Callaway Alliance, Inc. (Id.)

The Lognikov Response argued that the Lognikov Defendants and the Template Defendants were in compliance with the Order to cease and desist from copyright infringement. As part of this argument, Lognikov explained to the court that he had no business relationship with templatemonster.com and the other Template Defendants:

Corbis is absolutely incorrect in its allegation in Paragraph 14 regarding the Lognikov Defendants. Mr. Lognikov is a writer, and does not have a business relationship with the Template Defendants, other than to link his Web Design Library to the Template Defendants website.

(Lognikov Response at p. 9, Exh. 6.)

Corbis also argued that the Lognikov Defendants and Template Defendants were in violation of the provision of the court's Order freezing their assets because the domain name, templatemonster.com, was transferred from one register to another in Russia. The Lognikov Response states, "The Defendants explained to Corbis on July 13, 2006, Exhibit E, that they did not own the domain name, and had no control over its registration." (Lognikov Response at p. 12, Exh. 6.) The July 13, 2006 communication, an email from Richard Ross, Esq. to Laura Pirri, Esq., states:

The domain name www.templatemonster.com was transferred by its owner, a non party. Our clients have no control over the owner. . . . You also need to be made aware that the Template Defendants

are wholly distinct from Ultravertex, and Mr. Lognikov has no business involvement with either the Template Defendants or Ultravertex.

(Lognikov Response at Exh. E, Exh. 6 hereto.)

Taken together, Lognikov's representations to the federal district court attest that Lognikov has no business relationship or involvement with the website templatemonster.com and that Lognikov is not the registrant of and exercises no control over the domain name www.templatemonster.com.

B. The Mark, TEMPLATEMONSTER, is Used as "TEMPLATE MONSTER"

Lognikov represents in the Application that the mark TEMPLATEMONSTER is in use in commerce and, as the specimen evidencing such use, he attaches a digital image of the home page of the templatemonster.com website. (Application, Exh. 1; Specimen, Exh. 2.)

Templatemonster.com, however, is prominently and consistently using the mark on its web site as "TEMPLATE MONSTER," including on its home page. (Printouts of Templatemonster.com Website ("Templatemonster.com website") dated February 20, 2007, Exh. 7.) The marketing materials and press releases for Templatemonster.com also use the mark "TEMPLATE MONSTER" as two words, and not as a single word. (Press Releases for "Template Monster", Exh. 8.)

The term "template" is defined as "A document or file having a preset format, used as a starting point for a particular application so that the format does not have to be recreated each time it is used." The American Heritage Dictionary of the English Language (4th ed. 2000) (Exh. 9 hereto). Lognikov uses the term "template" in his Application as a generic term to define the services offered under the mark. (Application, Exh. 1.) Specifically, Lognikov defines his services as "online retail services featuring downloadable software for website development comprising pre-formatted modifiable templates." (Id.) (emphasis added). The website

templatemonster.com also uses “template” as a generic term consistent with the dictionary definition to identify the product that it offers for sale:

Template Monster website templates, flash templates and other products are ready-made web designs, that can be used as a basis for fast and high-quality website. Our website templates, flash templates and all other products are completely customizable and ready for immediate download.

(Templatemonster.com website, Exh. 7.)

ARGUMENT

Federal Rule of Civil Procedure 15(a) requires that leave to grant an amendment to a pleading be freely given when justice so requires. Fed. R. Civ. P. 15(a). The Board liberally grants leave to amend pleadings unless entry of the proposed amendment would violate settled law or would be prejudicial to the adverse party. TBMP § 507.02. MonsterCommerce’s motion to amend should be granted because the amendment is well-pled, timely, and will not prejudice Applicant.

I. MONSTERCOMMERCE’S AMENDMENT IS WELL-PLED

A. MonsterCommerce Properly Pleads that Applicant is Not the Owner of the Mark

MonsterCommerce’s amendment alleging that Lognikov is not the owner of the mark is well-pled because the Proposed Notice of Opposition sets forth, in detail, that Lognikov does not control the nature and quality of the goods and services offered under the mark TEMPLATEMONSTER. An application based on use in commerce must be filed by the owner of the mark 15 U.S.C. § 1051(a)(1). An application that is not filed by the owner is void. 37 C.F.R. 2.71(d); TMEP § 1201.02(b). An applicant may base its claim of ownership of a mark on: (1) its own exclusive use of the mark; (2) use of the mark solely by a related company whose use inures to the applicant’s benefit; or (3) use of the mark by both the applicant and by a related

company. TMEP § 1201.01. A related company is any person whose use of the mark is controlled by the owner with respect to the nature and quality of the goods and services on or in connection with which the mark is used. 15 U.S.C. § 1127.

MonsterCommerce alleges that the Applicant, Lognikov, is not the owner of the TEMPLATEMONSTER mark because Lognikov is not using the mark exclusively nor is he using the mark through a related company. (Proposed Second Amended Notice of Opposition (“Proposed Notice of Opp.”) at ¶¶ 22-23, Exh. 10.) Lognikov is not using the mark exclusively because his evidence of use in commerce consists of the homepage from the website templatemonster.com, and Lognikov does not operate this website. (*Id.* at ¶ 22; Specimen, Exh. 2; Lognikov Response at p. 12 and Exh. E, Exh. 6 hereto.) Lognikov is not using the mark through a related company because Lognikov does not control the nature and quality of the goods and services offered by templatemonster.com, as evidenced by his representation to a federal district court that he has no business relationship or involvement with templatemonster.com. (Proposed Notice of Opp. at ¶¶ 19-20, 23, Exh. 10; Lognikov Response at p. 12 and Exh. E, Exh. 6 hereto.) In sum, MonsterCommerce’s proposed amendment fully satisfies the pleading requirements to establish that Lognikov is not the owner of the TEMPLATEMONSTER mark and, therefore, the Application is void.

B. MonsterCommerce Properly Pleads Fraud

MonsterCommerce’s amendment amply satisfies the pleading requirements to assert fraud as a ground for opposition. “A trademark applicant commits fraud in procuring a registration when it makes material representations of fact in its declaration which it knows or should know to be false.” Medinol Ltd. v. Neuro Vaxx Inc., 67 USPQ2d 1205 (TTAB 2003). Both knowingly inaccurate statements and knowingly misleading statements constitute fraud. Metro Traffic Control, Inc. v. Shadow Network, Inc., 41 U.S.P.Q.2d 1369, 1373 (Fed. Cir.

1997). Federal Rule of Civil Procedure 9(b) states that averments of fraud or mistake shall be stated with particularity. The Board interprets Rule 9(b) to require that the “pleader state the time, place and content of the false representation, the fact misrepresented and what was obtained or given up as a consequence of the fraud.” Mitek Corp. v. Woods Industries Inc., 41 U.S.P.Q.2d 1307, 1309 (TTAB 1996) (quoting W.R. Grace & Co. v. Arizona Feeds, 195 U.S.P.Q. 671 (TTAB 1977)).

MonsterCommerce’s Proposed Second Amended Notice of Opposition sets forth the time, place, content and evidentiary support identifying Applicant’s misrepresentation that resulted in the publication of his Application for opposition. Specifically, MonsterCommerce alleges that Lognikov misrepresented that he was the owner of the mark in the initial Application. (Proposed Notice of Opp. at ¶ 25, Exh. 10.) MonsterCommerce further alleges that Lognikov knew or should have known that he was not the owner of the mark because Lognikov was not personally using the mark TEMPLATEMONSTER through the website templatemonster.com and Lognikov did not control the nature and quality of the goods or services offered by templatemonster.com. (Id. at ¶ 26, Exh. 10.) MonsterCommerce provides evidentiary support for its allegation by attaching a copy of the specimen for Lognikov’s Application, which consists of the home page for the website templatemonster.com, and a copy of the brief filed by Lognikov in federal district court, in which Lognikov represents that he has no business relationship or involvement with templatemonster.com and that he has no control over the domain name www.templatemonster.com. (Id. at ¶¶ 15, 19-20, Exh. 10.) The detailed, substantiated factual information presented in MonsterCommerce’s amendment establishing that Lognikov is not the owner of the mark TEMPLATEMONSTER and that he knew or should have known he was not the owner, unquestionably satisfies the pleading requirements for fraud.

C. MonsterCommerce Properly Pleads that the Mark is Not Used as Depicted in the Application

The Proposed Notice of Opposition adequately sets forth facts proving that the mark TEMPLATEMONSTER is being used as two words “TEMPLATE MONSTER” and that the term “template” is generic or descriptive of the goods and services offered under the mark. Accordingly, the Application should be amended to depict the mark as two words and should be amended to disclaim the term “template” apart from the mark.

MonsterCommerce alleges that the home page of the templatemonster.com website, the original specimen for the Application, now identifies the mark as “TEMPLATE MONSTER.” (Proposed Notice of Opp. at ¶ 29, Exh. 10; Templatemonster.com website, Exh. 7.) MonsterCommerce further alleges that the templatemonster.com website consistently identifies the mark as “TEMPLATE MONSTER” in its press releases and through its other uses of the mark. (*Id.* at ¶ 30; Press Releases for “Template Monster”, Exh. 8.) These allegations are sufficient to show that the applied-for mark is “TEMPLATE MONSTER” and not “TEMPLATEMONSTER.”

Further, the Proposed Notice of Opposition establishes that the term “template” is generic or descriptive of the goods and services recited in the Application because it is used in the Application and by the templatemonster.com website in accordance with the dictionary definition for the term. (Proposed Notice of Opp. at ¶¶ 32-33, Exh. 10.) MonsterCommerce alleges that the term “template” is defined as “A document or file having a preset format, used as a starting point for a particular application so that the format does not have to be recreated each time it is used.” (Proposed Notice of Opp. at ¶ 31, Exh. 10.) MonsterCommerce further alleges that the Application itself uses the term “template” to describe a “pre-formatted” website development product and that templatemonster.com identifies its goods as “website templates . .

. that can be used as a basis for fast and high-quality website.” (Proposed Notice of Opp. at ¶¶ 32-33, Exh. 10.) These allegations demonstrate that Applicant should be required to amend the drawing of the mark to reflect that the mark is “TEMPLATE MONSTER” as two words and that Applicant should be required to disclaim the term “template” apart from the mark. See TMEP § 1213.03(a) (stating that the name of a good or service is an unregistrable component of a mark and must be disclaimed); see also Kellogg Co. v. Pack’Em Enterprises Inc., 14 U.S.P.Q.2d 1545, 1549 (stating that a party may oppose a mark on the ground that a portion of the mark is descriptive and should be disclaimed).

II. MONSTERCOMMERCE’S AMENDMENT IS TIMELY AND WILL NOT PREJUDICE APPLICANT

MonsterCommerce’s proposed amendment, made during the early stages of discovery and prior to any depositions of either party, is timely and will not prejudice Applicant. The Board has routinely held that an applicant suffers no prejudice when a motion to amend the notice of opposition is filed prior to the close of discovery. See, e.g., Commodore Electronics, Ltd. v. CBM Kabushiki Kaisha, 26 U.S.P.Q.2d 1503 (TTAB 1993); Flatley v. Trump, 11 U.S.P.Q.2d 1284 (TTAB 1989). Likewise, the Board has frequently recognized that the type of information required to plead fraud is usually obtainable only through discovery. Mitek Corp. v. Woods Industries Inc., 41 U.S.P.Q.2d 1307, 1309 (TTAB 1996); Marshall Field & Co. v. Mrs. Fields Cookies, 11 U.S.P.Q.2d 1355, 1358 (TTAB 1989). MonsterCommerce did not uncover the evidence supporting its amendment until very recently. Discovery in this matter is in the initial stages. Applicant may take discovery relating to the amendment, if he desires, although the facts concerning the amendment, namely Applicant’s purported ownership of and use of the mark, are clearly within his possession. Further, Applicant has ample time to prepare his case in response to the amendment since the testimony period will not commence for almost six months.

MonsterCommerce's amendment, made with nearly four months remaining in discovery, and before Applicant has produced any documents or taken any depositions in this case, is timely and will not prejudice Applicant.

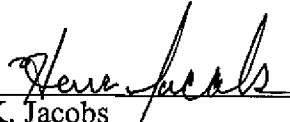
CONCLUSION

For all the foregoing reasons, MonsterCommerce respectfully requests that the Board grant its Second Motion to Amend. Additionally, Opposer requests that the Board suspend the proceedings pending the disposition of Opposer's Second Motion to Amend.

Respectfully submitted,

Date: February 20, 2007

By: _____


Hara K. Jacobs
Brian J. Winterfeldt
Tricia McDermott Thompkins
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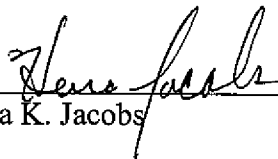
ATTORNEYS FOR OPPOSER

CERTIFICATE OF SERVICE

I, Hara K. Jacobs, hereby certify that on today's date, I caused a copy of the foregoing Opposer's Second Motion to Amend Notice of Opposition to be served by United States First Class mail, postage prepaid, on counsel for Applicant as set forth below:

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Attorney for Applicant
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Dated: February 20, 2007



Hara K. Jacobs

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Application Serial No. 78/612,360
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TEMPLATEMONSTER

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IGOR LOGNIKO,)	
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Applicant.)	
)	

**EXHIBITS TO OPPOSER'S SECOND MOTION
TO AMEND NOTICE OF OPPOSITION**

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(202) 661-2200

ATTORNEYS FOR OPPOSER

INDEX OF EXHIBITS

1. Application to register the mark TEMPLATEMONSTER.
2. Specimen for the Application to register the mark TEMPLATEMONSTER.
3. Complaint with exhibits filed in the action captioned Corbis Corp. v. Lognikov et al., Civil Action No. 06-21643, filed in the United States District Court for the Southern District of Florida.
4. Order Granting Corbis Corporation's Application for a Preliminary Injunction; for Impoundment; for Inspection of the Premises; for a Freeze and Repatriation of Assets; and for Retention of Records dated July 6, 2006,
5. Corbis Corporation's *Ex Parte* Motion for an Order to Show Cause Why Defendants are Not in Contempt of the Court's Temporary Restraining Order and Preliminary Injunction dated July 25, 2006.
6. Lognikov and Template Defendants' Response to Plaintiff's Motion for Order to Show Cause Why Defendants are Not in Contempt of the Court's Temporary Restraining Order and Preliminary Injunction dated August 7, 2006.
7. Printouts from the website located at the domain name www.templatemonster.com dated February 20, 2007.
8. Press Releases issued by the website located at the domain name www.templatemonster.com.
9. Excerpt from The American Heritage Dictionary of the English Language, Fourth Edition.
10. Opposer's Proposed Second Amended Notice of Opposition.

EXHIBIT 1

Trademark/Service Mark Application, Principal Register

Serial Number: 78612360

Filing Date: 04/19/2005

The table below presents the data as entered.

Field	Entered
MARK SECTION	
MARK	Templatemonster
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	Templatemonster
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
OWNER SECTION	
NAME	Logniko, Igor
INTERNAL ADDRESS	Apt. 2a, Brooklyn
STREET	7115 3rd Ave.
CITY	New York
STATE	New York
ZIP/POSTAL CODE	11209
COUNTRY	United States
PHONE	917 379-7392
EMAIL	i@templatemonster.com
AUTHORIZED EMAIL COMMUNICATION	Yes
LEGAL ENTITY SECTION	
TYPE	INDIVIDUAL
COUNTRY OF CITIZENSHIP	Ukraine
GOODS AND/OR SERVICES SECTION	
DESCRIPTION	Computer services, namely, website templates.
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 04/12/2002
FIRST USE IN COMMERCE DATE	At least as early as 04/15/2002
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT\10\IMAGEOUT 10\786123\78612360.xml\1\ APP0003.JPG
SPECIMEN DESCRIPTION	A digital image of a webpage that is currently used in

	commerce.
GOODS AND/OR SERVICES SECTION	
DESCRIPTION	Website development services, namely, providing website design services for others.
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 04/12/2002
FIRST USE IN COMMERCE DATE	At least as early as 04/15/2002
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT10\IMAGEOUT 10\786\123\78612360\xml1\ APP0004.JPG
SPECIMEN DESCRIPTION	A digital image of a webpage that is currently used in commerce.
SIGNATURE SECTION	
SIGNATURE	/igor lognikov/
SIGNATORY NAME	Igor Lognikov
SIGNATORY DATE	04/19/2005
SIGNATORY POSITION	Authorized Signatory
PAYMENT SECTION	
NUMBER OF CLASSES	2
NUMBER OF CLASSES PAID	2
SUBTOTAL AMOUNT	650
TOTAL AMOUNT	650
CORRESPONDENCE SECTION	
NAME	Logniko, Igor
INTERNAL ADDRESS	Apt. 2a, Brooklyn
STREET	7115 3rd Ave.
CITY	New York
STATE	New York
ZIP/POSTAL CODE	11209
COUNTRY	United States
EMAIL	i@templatemonster.com
AUTHORIZED EMAIL COMMUNICATION	Yes
FILING INFORMATION	
SUBMIT DATE	Tue Apr 19 21:04:21 EDT 2005
TEAS STAMP	USPTO/BAS-6710019919-2005 0419210421617866-78612360 -2009a7c7856e734a647d7d46 2c88631671-DA-883-2005041 9181907061871

Trademark/Service Mark Application, Principal Register

Serial Number: 78612360

Filing Date: 04/19/2005

To the Commissioner for Trademarks:

MARK: (Standard Characters, see mark)

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The literal element of the mark consists of Templatemonster.

The applicant, Igor Logniko, a citizen of Ukraine, residing at Apt. 2a, Brooklyn, 7115 3rd Ave., New York, New York, United States, 11209, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

The applicant, or the applicant's related company or licensee, is using the mark in commerce, and lists below the dates of use by the applicant, or the applicant's related company, licensee, or predecessor in interest, of the mark on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

International Class _____: Computer services, namely, website templates.

International Class _____: Website development services, namely, providing website design services for others.

In International Class _____, the mark was first used at least as early as 04/12/2002, and first used in commerce at least as early as 04/15/2002, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) A digital image of a webpage that is currently used in commerce..

Specimen - 1

In International Class _____, the mark was first used at least as early as 04/12/2002, and first used in commerce at least as early as 04/15/2002, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) A digital image of a webpage that is currently used in commerce..

Specimen - 1

The USPTO is authorized to communicate with the applicant or its representative at the following email address: i@templatemonster.com.

A fee payment in the amount of \$650 will be submitted with the application, representing payment for 2 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /igor lognikov/ Date: 04/19/2005

Signatory's Name: Igor Lognikov

Signatory's Position: Authorized Signatory

Mailing Address:

Logniko, Igor

Apt. 2a, Brooklyn

7115 3rd Ave.

New York, New York 11209

RAM Sale Number: 883

RAM Accounting Date: 04/20/2005

Serial Number: 78612360

Internet Transmission Date: Tue Apr 19 21:04:21 EDT 2005
TEAS Stamp: USPTO/BAS-6710019919-2005041921042161786
6-78612360-2009a7c7856c734a647d7d462c886
31671-DA-883-20050419181907061871

Templatemonster

EXHIBIT 2



TemplateMonster.com

DELIVERING THE BEST TEMPLATES ON THE NET!

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What Is a Website Template?

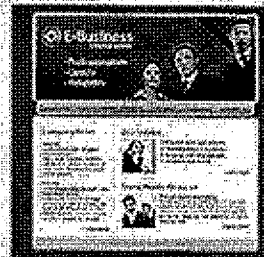
Web templates are ready-made web design products can be used as a basis for fast and high-quality website.

All our templates are completely customizable and ready for immediate download.

[Download Free Samples](#)
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Products: <input type="text" value="- Any Product -"/>	Item Number: <input type="text" value="- Any -"/>
Category: <input type="text" value="- Any Category -"/>	Keyword: <input type="text" value="- Any -"/>
Style: <input type="text" value="- Any Style -"/>	
Author: <input type="text" value="- Any Author -"/>	Price range: from \$ <input type="text" value="-any-"/> to \$ <input type="text" value="-any-"/>

[Show all templates](#)


[View](#) | [Add to Cart](#) | [Buy](#)

Type: Flash site

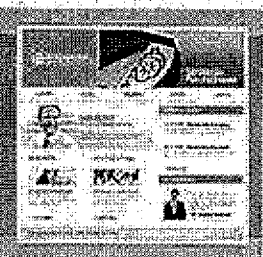
Item: #8062

Author: Hugo

Downloads: 0

Price (?): \$62

Unique Price (?): \$1850


[View](#) | [Add to Cart](#) | [Buy](#)

Type: Flash site

Item: #8061

Author: Flayer

Downloads: 0

Price (?): \$64

Unique Price (?): \$2100


[View](#) | [Add to Cart](#) | [Buy](#)

Type: Flash site


[View](#) | [Add to Cart](#) | [Buy](#)

Type: Full site

SEE NOW! TEMPLATE TUNING REDESIGN. WE MADE IT BETTER

[Templatemonster Online Help](#)

Initializing connection...

[CLICK HERE](#)

EXHIBIT 3

2006

MADDOX
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. _____

06-21643

CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM;
INVERSE-LOGIC; SITE2YOU.COM;
CALLAWAY ALLIANCE, INC.; COLMAN
ALLIANCE LLC; WEB DESIGN LIBRARY;
and DOES 1-50,

MAGISTRATE JUDGE

Defendants.

COMPLAINT FOR INJUNCTION AND DAMAGES

Plaintiff Corbis Corporation alleges as follows:

1. This is an action for copyright infringement under the Copyright Act, 17 U.S.C. §§ 101 *et seq.*, for violation of the Racketeer Influenced and Corrupt Organization ("RICO") Act, 18 U.S.C. §§ 1961 *et seq.*, and for conversion under Florida common law and civil theft under Fl. Ann. Stat. § 812.014.

PARTIES

2. Plaintiff Corbis Corporation (hereafter "Corbis") is a Washington corporation with its principal place of business at 710 Second Avenue, Seattle, Washington.

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3. Upon information and belief, defendant Igor Lognikov is a Florida resident who resides or resided at 1505 Bay Road, Apartment 3311, Miami Beach, Florida.

4. Upon information and belief, defendants Artvertex, Inc.; Artvertex, LLC; Artvertex Consulting; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library are corporations or entities owned by or under the control of defendant Igor Lognikov. Upon information and belief, none of these corporations or entities have a principal place of business with a valid address. Upon information and belief, they are alter egos of Igor Lognikov.

5. Corbis is unaware of the true names and capacities, whether individual, corporate, associate, or otherwise, of defendant Does 1 through 50, and therefore sue these defendants by their fictitious names. Corbis will seek leave to amend this complaint when the identities of the Doe defendants are known.

6. Corbis is informed and believes, and on that basis alleges, that at all relevant times mentioned in this Complaint, defendants, and each of them, were acting in concert and active participation with each other in committing the wrongful acts alleged herein, and were the agents or alter egos of each other and were acting within the scope and authority of that agency and with the knowledge, consent, and approval of one another.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over the federal copyright and RICO claims under 28 U.S.C. §§ 1331 and 1338(a) and 18 U.S.C. § 1964 and supplemental jurisdiction over the state conversion and civil theft claims under 28 U.S.C. § 1367.

8. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400(a) because the defendants reside and conduct business in this judicial district and a

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substantial part of the events giving rise to the claims occurred in this district.

BACKGROUND

A. Corbis and Its Intellectual Property

9. Corbis is in the business of licensing photographs and fine art images on behalf of itself and the photographers and other licensors it represents. Generally, the images in Corbis' collection were taken by professional photographers who earn most or all of their livelihoods from the licensing fees Corbis is able to obtain for their images. Many of the images in Corbis' collection are produced by well-known photographers, and the collection includes some of the most recognized images in contemporary society.

10. The images in Corbis' collection are the subject of copyright protection under the laws of the United States, and at considerable expense and effort, Corbis has protected images in its collection by systematically registering the copyrights to the images.

11. Corbis owns and operates a website located at the Internet address www.corbis.com. At Corbis' website, professional users are able to search hundreds of thousands of images from Corbis' collection and then pay to license the images for specific commercial uses. Under the usage agreement on Corbis' website, users are granted a limited license to download images solely for evaluating whether they want to purchase a license. The limited download license is only for internal testing and sample use. Corbis generally allows users that purchase licenses to incorporate the licensed images into end products. However, Corbis does not typically allow redistribution of its images by its licensees on a stand alone basis.

12. Whenever Corbis displays an image in its collection or provides such an image to another for display, Corbis includes specific copyright management information (hereafter "CMI") regarding the image. The CMI for each image includes information such as the name of the photographer and the copyright owner. CMI may also contain the terms and conditions for use of the image. Depending upon the image, CMI may be presented on the mounts for the

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negatives, embedded within digital files of the images or displayed on Corbis' website, or otherwise in proximity to the images (e.g. below or adjacent to them). When the images are licensed by Corbis' clients, Corbis typically contractually requires its clients to reproduce CMI alongside the image.

B. Defendants and Their Illegal Scheme

13. Corbis is informed and believes, and on that basis alleges, the following about the defendants and their illegal scheme:

14. Defendant Igor Lognikov, through website entities believed to be alter egos of defendant Lognikov, has created a complex set of Internet websites which promote, facilitate, enable, control, and engage in mass unauthorized trafficking in copyrighted images, including images in Corbis' collection for which Corbis holds valid copyrights. Among Igor Lognikov's website entities and alter egos are the other defendants named in this Complaint—Artvertex, Inc.; Artvertex, LLC; Artvertex Consulting; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library (hereafter "Website Entities").

TemplateMonster.com

15. Through defendant TemplateMonster.com's website located at the Internet address www.templatemonster.com, users are able to locate and download website templates, which are pre-packaged designs and features ready for use in a website. TemplateMonster.com sells licenses to website templates at prices ranging from as little as \$53.00 to more than \$7,000.00.

16. TemplateMonster.com displays and distributes copyrighted images in Corbis' collection without a license or other authorization from Corbis. Unauthorized copies of Corbis images are displayed or distributed on TemplateMonster.com, either on a stand alone basis or incorporated in a website template as an exact copy or a modified version of the Corbis image.

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17. On or about April 19, 2005, defendant Igor Lognikov filed with the United States Patent and Trademark Office a trademark application for TEMPLATEMONSTER in conjunction with “[c]omputer services, namely, website templates” and “[w]ebsite development services, namely, providing website design services for others.”

18. The internet domain www.templatemonster.com is registered to defendant Artvertex, LLC, 1667 Sheepshead Bay Road, Brooklyn, New York 11235. TemplateMonster.com represents on its website that it is a “project” of defendant Artvertex, Inc. New York corporate records show that Artvertex, Inc. is a Delaware corporation located at 1618 Sheepshead Bay Road, Second Floor, Brooklyn, New York 11235. However, no business by the name of Artvertex exists at Sheepshead Bay Road in Brooklyn, New York.

19. The copyright notice on TemplateMonster.com reads “© 2002–2006 Callaway Alliance, Inc.” However, defendant Callaway Alliance, Inc. is not registered to do business in any state.

Ultravertex

20. When a customer of TemplateMonster.com buys a license for a website template, the customer receives a free six-month subscription to defendant Ultravertex.com, Inc. at the Internet address www.ultravertex.com, which also uses the business names Ultravertex, Inc. and Ultravertex LLC. (Hereafter, defendants Ultravertex.com, Inc., Ultravertex, Inc., and Ultravertex LLC are collectively referred to as “Ultravertex.”) The purchase price for a six-month subscription to Ultravertex is \$49.95.

21. Like TemplateMonster.com, Ultravertex displays and distributes copyrighted images in Corbis’ collection without a license or other authorization from Corbis. Unauthorized copies of Corbis images are displayed or distributed on Ultravertex on a stand alone basis. A subscriber to Ultravertex may download any of these unauthorized Corbis images without further charges.

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22. Ultravertex images are available for download both from its website and from that of TemplateMonster.com.

23. The domain name www.ultravertex.com is registered to Ultravertex, LLC at 12 Sheephead Bay, Medisonberg, Virginia. No such address exists.

The Scheme

24. On a date or dates yet unknown, Igor Lognikov or his agent or an agent of one of the Website Entities obtained without authorization numerous Corbis images—623 in total—which had previously been registered with the United States Copyright Office. A list of these images, henceforth referred to as “the Corbis Images” with the United States Copyright Office registration certificate numbers and dates for each of these images, is attached to this Complaint as Exhibit A. Then Lognikov or his agent or the agent of an Affiliated Entity uploaded these same images to TemplateMonster.com or Ultravertex for display and distribution with the intent to profit from large-scale infringement of Corbis’ copyrights.

25. Sales of these unauthorized copies of the Corbis Images are processed by third-party online payment services. A customer purchasing a license from TemplateMonster.com makes payment through ChronoPay, B.V. located in Amsterdam, the Netherlands and doing business at www.chronopay.com, MoneyBookers Ltd. located in London, England and doing business at www.moneybookers.com, WebMoney located in Moscow, Russia and doing business at www.wmtransfer.com, and Order By Wire Transfer, a Belgium company doing business at orderbywiretransfer.com. TemplateMonster.com has also used other third-party online payment services, including PayPal located in San Jose, California and doing business at www.paypal.com. A customer subscribing to Ultravertex makes payment through the third-party

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payment service 2Checkout.com, Inc. located in Columbus, Ohio and doing business at www.2checkout.com.

26. Igor Lognikov and the Website Entities promote, facilitate, enable, control, and engage in unauthorized trafficking in the Corbis Images. Upon purchase of a license from TemplateMonster.com, a customer receives an email confirming the purchase from defendant Template-Delivery.com, located at www.template-delivery.com. The email states that it is from a designated payment service for defendant Template-Help.com, located at www.template-help.com. The domain name www.template-delivery.com is similarly registered to defendant Artvertex Consulting, 1618 Sheephead Bay Road, Second Floor, Brooklyn, New York 11235. The telephone number for Template-Help.com's antifraud department is the same as that for TemplateMonster.com's billing department: (917) 477-0238.

27. Upon purchase of a subscription from Ultravertex, a customer also receives an email confirming the purchase from defendant Artvertex, Inc.

28. The defendants are all interrelated, each dealing with website design and development, including website templates. The Website Entities promote and partner with each other. Igor Lognikov is an editor at defendant Web Design Library at www.webdesign.org. Web Design Library links to TemplateMonster.com for "Featured Templates."

29. The Ultravertex website describes as "Partners" and links to defendants TemplateMonster.com, Template Tuning at www.template-tuning.com, and Site2You.com at www.site2you.com. Also linking to TemplateMonster.com are defendants Template Tuning, Site2You.com, MyTemplateStorage.com at www.mytemplatestorage.com, and Inverse-Logic at www.inverse-logic.com.

30. Likewise, MyTemplateStorage.com describes as "Our Network" and links to TemplateMonster.com, Template Tuning, Site2You.com, and Web Design Library. MyTemplateStorage.com also calls Ultravertex a "Partner" and links to the Ultravertex website. MyTemplateStorage.com represents that it is "Designed by Inverse Logic."

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31. The false information used for TemplateMonster.com and Ultravertex reappears with other Website Entities. The domain name www.templatetuning.com is registered to Artvertex, Inc. at 1618 Sheepshead Bay Road, Second Floor, Brooklyn, New York 11235. The domain name www.webdesign.org is registered under Vadym Lognikov at 1667 Sheepshead Bay Road, Brooklyn, New York 11235. MyTemplateStorage.com has a copyright notice that reads "© Artvertex, Inc. 2003–2006." Template Tuning's notice reads "© 2002-2006 Colman Alliance LLC." Like defendant Callaway Alliance, Inc., which appears on TemplateMonster.com, defendant Colman Alliance LLC is also not registered to do business in any state.

32. Attached hereto as Exhibit B is a diagram that shows the complex web of relations and dealings between the defendants that furthers their scheme to profit from mass infringement of the Corbis Images.

33. Igor Lognikov and the Website Entities are responsible for the selection of images used on TemplateMonster.com and Ultravertex, and manage or personally engage in the selection, manufacture, distribution, display, and/or sale of the infringing images, including unauthorized copies of the Corbis Images. Lognikov controls and authorizes the distribution of profits among the Website Entities and also receives profits (as salary, dividends, or distributions) from the infringing activity of the Website Entities. Lognikov and the Website Entities therefore have the right and ability to control the illegal activity and receive a direct financial benefit from it.

C. Injury to Corbis

34. Corbis has discovered numerous third parties in the United States and Germany displaying images in which Corbis holds the copyright without license or other authorization from Corbis. When contacted by Corbis, these third parties informed Corbis that they downloaded the Corbis Images from Ultravertex or TemplateMonster.com. The third parties were unaware that Corbis held the copyright to the images because the images did not contain

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the CMI that Corbis includes for each image. Instead, many of the images had a visible watermark that read "Ultravertex." Accordingly, the third parties did not pay royalties to Corbis but to Ultravertex or TemplateMonster.com who had represented that they had the right or authority to license the images to third parties.

35. At all times, TemplateMonster.com and Ultravertex displayed and continue to display and distribute and create derivative works of copies of the Corbis Images without license or other authorization from Corbis.

36. Corbis exclusively owns or controls the registered copyrights to the Corbis Images.

FIRST CLAIM FOR RELIEF
DIRECT COPYRIGHT INFRINGEMENT

37. Corbis repeats and realleges the allegations of Paragraphs 1 through 36 as if fully set forth herein.

38. Corbis holds valid and exclusive registered copyrights to the Corbis Images that are the subject of this action as evidenced by the copyright registration certificates referenced in Exhibit A.

39. Upon information and belief, defendants reproduced, distributed and displayed those Corbis Images without Corbis' authorization, and defendants continue to do so.

40. The actions and conduct by defendants as described above infringe upon the exclusive rights of Corbis granted by Section 106 of the Copyright Act, 17 U.S.C. § 106, to display, reproduce, and distribute the registered copyright works to the public.

41. Such actions and conduct by defendants constitute copyright infringement under Section 501 of the Copyright Act, 17 U.S.C. § 501.

42. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

43. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual damages and profits or statutory

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damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

44. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

SECOND CLAIM FOR RELIEF
CONTRIBUTORY COPYRIGHT INFRINGEMENT

45. Corbis repeats and realleges the allegations of Paragraphs 1 through 44 as if fully set forth herein.

46. Defendants have induced, caused, and/or materially contributed to the unauthorized reproduction and distribution of the Corbis Images, all while knowing of the infringement, and defendants continue to do so.

47. Upon information and belief, defendants have derived substantial and direct financial benefit from infringement of the Corbis Images on websites and in publications, including but not limited to the TemplateMonster.com website, the Ultravertex website, and the websites and publications of TemplateMonster.com's and Ultravertex's customers, and defendants continue to derive substantial and direct financial benefit from such infringement.

48. Defendant's actions alleged herein constitute contributory copyright infringement in violation of the Copyright Act, 17 U.S.C. §§ 101 *et seq.*

49. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

50. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

51. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis.

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Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

THIRD CLAIM FOR RELIEF
VICARIOUS COPYRIGHT INFRINGEMENT

52. Corbis repeats and realleges the allegations of Paragraphs 1 through 51 as if fully set forth herein.

53. At all times material hereto, defendants had the right and ability to supervise the infringement of the Corbis Images available on TemplateMonster.com and Ultravertex and had a direct financial interest in that infringement.

54. Upon information and belief, defendants have derived and continue to derive substantial and direct financial benefit from infringement of the Corbis Images.

55. Defendants actions alleged herein constitute vicarious copyright infringement in violation of the Copyright Act, 17 U.S.C. §§ 101 *et seq.*

56. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

57. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

58. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

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FOURTH CLAIM FOR RELIEF
INDUCEMENT TO INFRINGE COPYRIGHT

59. Corbis repeats and realleges the allegations of Paragraphs 1 through 58 as if fully set forth herein.

60. Defendants have developed various Internet websites, website templates, and other business operations (hereinafter, "Infringement Inducing Operations") with the object of promoting their use to infringe copyright.

61. Specifically, defendants promoted, facilitated, and enabled—and continue to promote, facilitate, and enable—third-party purchasers of website templates (hereinafter, "Infringing Third Parties") to copy, display, and distribute the Corbis Images.

62. The Infringing Third Parties have in fact downloaded the Corbis Images using defendants' Infringement Inducing Operations and reproduced and republished them, thereby infringing Corbis' copyright.

63. Defendants' promotion of copyright infringement was and is purposeful. Defendants advertise and solicit the sale of Corbis Images on TemplateMonster.com and Ultravertex using, among other things, so-called partnership programs, free trial subscriptions, links to "featured" website templates, and other forms of Internet advertising.

64. Defendants knew of the Infringing Third Parties' copyright infringement.

65. Defendants made no attempts to filter copyrighted content from their Infringement Inducing Operations or to discourage infringement, but instead promoted, facilitated, enabled, and profited from the Infringing Third Parties by charging them for use of the Corbis Images.

66. Defendants are liable for the acts of infringement that result from the Infringing Third Parties' use of the Infringement Inducing Operations.

67. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

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68. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

69. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

FIFTH CLAIM FOR RELIEF
DIGITAL MILLENNIUM COPYRIGHT ACT VIOLATION

70. Corbis repeats and realleges the allegations of Paragraphs 1 through 69 as if fully set forth herein.

71. Upon information and belief, defendants removed or altered, and continue to remove or alter, some or all of the CMI from the Corbis Images without the authority of Corbis or the law. Defendants' removal or alteration of the CMI knowing that it will induce, enable, facilitate, or conceal infringement of the Corbis Images violates the Digital Millennium Copyright Act, ("DMCA") 17 U.S.C. § 1202(b)(1).

72. Upon information and belief, Defendants distributed and continue to distribute copies of the Corbis Images knowing that the CMI has been removed or altered without authority of the copyright owner or the law, and that it will induce, enable, facilitate, or conceal infringement. This conduct violates 17 U.S.C. § 1202(b)((3).

73. Upon information and belief, defendants provided and distributed, and continue to provide and distribute, false CMI knowingly and with the intent to induce, enable, facilitate, or conceal infringement in violation of 17 U.S.C. § 1202(a).

74. These DMCA violations have facilitated, encouraged and enabled the direct, contributory, vicarious, and induced copyright infringement that Corbis alleges above in its first through fourth claims for relief. Specifically, the violations have allowed defendants to distribute and sell, or to promote the distribution and sale, of the Corbis Images to Infringing

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Third Parties, and these Infringing Third Parties to further copy and distribute the Corbis Images, all without notice or disclosure of Corbis' copyrights.

75. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

76. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

77. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

**SIXTH CLAIM FOR RELIEF
CONVERSION UNDER FLORIDA COMMON LAW AND
CIVIL THEFT UNDER FL. ANN. STAT. § 812.014**

78. Corbis repeats and realleges the allegations of Paragraphs 1 through 77 as if fully set forth herein.

79. At all relevant times, Corbis owned the copyright interests in the Corbis Images.

80. The defendants illegally obtained the Corbis Images and distributed them for profit.

81. In doing so, the defendants wrongfully converted Corbis' ownership interests in the Corbis Images to their own use, depriving Corbis of the legal rights and benefits incident to the ownership thereof, which proximately caused damage to Corbis.

82. The defendants willfully and knowingly acted to damage Corbis' interests, did so with malice, oppression, and fraud, and in conscious disregard of Corbis' rights.

83. Corbis is entitled to damages in an amount to be determined at trial, as well as an award of punitive damages under common law or triple damages under Fl. Ann. Stat. § 772.11.

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SEVENTH CLAIM FOR RELIEF
RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS (RICO) ACT

84. Corbis repeats and realleges the allegations of Paragraphs 1 through 83 as if fully set forth herein.

85. During all relevant times and continuing through the filing of this Complaint, conspirators were persons associated-in-fact with an enterprise engaging in interstate and foreign commerce and activities which affect interstate and foreign commerce. This enterprise is made up of Igor Lognikov, the Website Entities, and the third-party online payment services that have processed and continue to process payments for licenses of website templates or images from TemplateMonster.com and Ultravertex, including but not limited to ChronoPay, B.V., MoneyBookers Ltd., WebMoney, Order By Wire Transfer, 2Checkout.com, Inc., and PayPal (collectively the "Conspirators"). Although the third-party online payment services are not named as defendants to this action, they are members of the RICO conspiracy alleged herein.

86. The Conspirators and each of them, for the purposes of executing and attempting to execute the scheme to improperly garner revenues from the intellectual property of Corbis and to unfairly compete with Corbis, by means of tortious, fraudulent and criminal conduct, did and do unlawfully, willfully and knowingly conduct and participate, directly and indirectly, in the conduct of said enterprise's affairs through a pattern of racketeering activity. Their actions include multiple, related acts in violation of: (1) Willful Infringement of a Copyright, 18 U.S.C. § 2319 and 17 U.S.C. § 506; (2) Wire Fraud, 18 U.S.C. § 1343; (3) Interstate Commerce of Stolen Goods, Wares, or Merchandise, 18 U.S.C. § 2314; (4) Sale of Stolen Goods 18 U.S.C. § 2315; and (5) Engaging in Monetary Transactions in Proceeds from Specified Unlawful Activities, 18 U.S.C. § 1957.

87. The enterprise as described herein is at all relevant times a continuing enterprise because it was designed to, did cause, and is continuing to cause defendants to improperly garner revenues from the intellectual property of Corbis and to unfairly compete with Corbis. The conduct of the enterprise continues through the date of this Complaint and is ongoing by virtue

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of the defendants' continued exploitation of images stolen from Corbis and continued processing of payments for the stolen Corbis images through the third-party online payment services.

88. The pattern of racketeering activity, as defined by 18 U.S.C. §§ 1961(1) and (5), presents both a history of criminal conduct and a distinct threat of continuing criminal activity. Such activity consists of multiple acts of racketeering by each Conspirator herein, is interrelated, not isolated and is perpetrated for the same or similar purposes by the same persons. Such activity extends over a substantial period of time, up to and beyond the date of this Complaint. Such activities occurred after the effective date of 18 U.S.C. §§ 1961 et seq., and the last such act occurred within 10 years after the commission of a prior act of racketeering activity. These racketeering activities included repeated acts of:

- (a) **Willful Infringement of a Copyright:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other and the remaining Conspirators, willfully infringed Corbis' copyrights by reproducing, distributing and displaying the Corbis Images, which have a total retail value of more than \$1,000, without Corbis' authorization, and did so for commercial advantage and/or private financial gain and within one or more 180 day periods. Such acts are in violation of 18 U.S.C. § 2319 and 17 U.S.C. § 506.
- (b) **Wire Fraud:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other, and the remaining Conspirators, devised or intended to devise a scheme or artifice to defraud, and obtained money or property by means of false or fraudulent pretenses, representations, or promises, transmitted or caused to be transmitted by means of wire, in interstate or foreign commerce, the Corbis Images for the purpose of executing such scheme or artifice. Such acts are in violation of 18 U.S.C. § 1343. Acts of fraud include: (1) the defendant Conspirators or agents

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thereof obtained the Corbis Images unlawfully or under false pretenses that they were merely sampling the Corbis Images from Corbis' website for purposes of evaluating a purchase, while actually intending to take them for illegal resale; (2) the defendant Conspirators altered or removed some or all of the CMI from the Corbis Images in order to conceal their infringement of the Corbis Images; (3) the defendant Conspirators added their own watermark reading "Ultravertex" on many of the Corbis Images to conceal their infringement; (4) the defendant Conspirators used false company information, including invalid and non-existent addresses, to register domain names of websites that they used to market and sell the Corbis Images; (5) the defendant Conspirators used false company information on or in connection with doing business through these same websites; and (6) the defendant Conspirators distributed for personal profit 623 Corbis Images under the false pretense that they owned the copyright or had other authority to license the Images.

(c) **Interstate Commerce of Stolen Goods, Wares, or Merchandise:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other, and the remaining Conspirators, did transport, transmit, or transfer in interstate or foreign commerce goods, wares, or merchandise, of more than \$5,000 in value, knowing the same to have been being stolen, unlawfully converted, or taken by fraud. Such acts are in violation of 18 U.S.C. § 2314.

(d) **Sale or receipt of stolen goods:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other, and the remaining Conspirators, did receive, possess, conceal, store, barter, sell, or dispose of any goods, wares, merchandise, securities

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or money, of the value of \$5,000 or more, which crossed a State or United States boundary after being stolen, unlawfully converted, or taken.

(e) **Monetary Transactions in Proceeds from Specified Unlawful Activities:** As described above, the defendant Conspirators, aided and abetted by each other, and the remaining Conspirators, knowingly engaged or attempted to engage in a monetary transaction in criminally derived property of a value greater than \$10,000, which property was or would have been derived from specified unlawful activity. The defendant Conspirators committed or attempted to commit that offense in the United States (or in any special maritime and territorial jurisdiction of the United States) or as United States persons outside the United States (or any special jurisdiction). Such actions are in violation of 18 U.S.C. § 1957.

The persons alleged herein to have violated 18 U.S.C. § 1962(c) are separate from, though employed by or associated with, the defendants.

89. Each Conspirator had a role in the racketeering activity that was distinct from the undertaking of those acting on its behalf. Each Conspirator also attempted to benefit, and did benefit, from the activity of their employees and agents alleged herein, and thus were not passive victims of racketeering activity, but active perpetrators.

90. Corbis has been injured in its business or property as a direct and proximate result of the defendant Conspirators' violations of 18 U.S.C. § 1962(c), including injury by reason of the predicate acts constituting the pattern of racketeering activity.

91. Corbis has been injured, at a minimum, in its valuable business and property by the actions of the defendant Conspirators in unlawfully preventing and interfering with its ability to compete fairly for the ability to sell the Corbis Images and because the rights to exclusively control the distribution of these Images has been invaded.

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92. As a result of the violations of 18 U.S.C. § 1962(c) by the defendants, Corbis has suffered substantial damages in an amount to be proved at trial.

93. Pursuant to 18 U.S.C. § 1964(c), Corbis is entitled to recover treble its general and special compensatory damages, plus interest, costs and attorney's fees, incurred by reason of defendants' violations of 18 U.S.C. § 1962(c).

94.

EIGHTH CLAIM FOR RELIEF
CONSPIRACY TO VIOLATE RICO

95. Corbis repeats and realleges the allegations of Paragraphs 1 through 93 as if fully set forth herein.

96. During all relevant times and continuing through the time of filing this Complaint, Conspirators willfully, knowingly and unlawfully, did conspire, combine, confederate and agree together, and with various other persons whose names are both known and unknown, to violate 18 U.S.C. § 1962(c).

97. These Conspirators were and are associated-in-fact with an enterprise engaged in interstate and foreign commerce and activities which affect interstate and foreign commerce. Specifically, the Conspirators, constituting a group of persons associated-in-fact, did unlawfully, willfully and knowingly participate in and conduct, directly and indirectly, said enterprise's affairs through a pattern of racketeering activity.

98. The pattern of racketeering activity, as defined by 18 U.S.C. §§ 1961(1) and (5) included: (1) Willful Infringement of a Copyright, 18 U.S.C. § 2319 and 17 U.S.C. § 506; (2) Wire Fraud, 18 U.S.C. § 1343; (3) Interstate Commerce of Stolen Goods, Wares, or Merchandise, 18 U.S.C. § 2314; (4) Sale of Stolen Goods 18 U.S.C. § 2315; and (5) Engaging in Monetary Transactions in Proceeds from Specified Unlawful Activities, 18 U.S.C. § 1957.

99. Conspirators, and each of them, for the purposes of executing and attempting to execute the scheme to improperly garner revenues from the intellectual property of Corbis and to unfairly compete with Corbis, by means of tortious, fraudulent and criminal conduct, did and do

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unlawfully, willfully and knowingly conduct and participate, directly and indirectly, in the conduct of said enterprise's affairs through a pattern of racketeering activity, as more fully set forth above.

100. In furtherance of this unlawful conspiracy, and to effect its objectives, Conspirators committed numerous overt acts, including but not limited to those set forth above.

101. Corbis has been injured in its business or property by reasons of defendants' violations of 18 U.S.C. § 1962(d), including injury by reason of the predicate acts constituting the pattern of racketeering injury.

102. As a result of the conspiracies between and among all Conspirators to violate 18 U.S.C. § 1962(c), Corbis has suffered substantial damages, in an amount to be proved at trial.

103. Pursuant to 18 U.S.C. § 1964(c), Corbis is entitled to recover treble its general and special compensatory damages, plus interest, costs and attorney's fees, by reason of Conspirators' violation of 18 U.S.C. § 1962(d).

RELIEF REQUESTED

WHEREFORE, Corbis prays for relief as follows:

1. For a judgment that defendants have knowingly and willfully infringed Corbis' copyrights in the Corbis Images;
2. For a judgment that defendants have (i) knowingly and willfully altered or removed the CMI associated with the Corbis Images, (ii) knowingly and willfully distributed works knowing that the CMI was removed or altered, and (iii) knowingly and willfully produced and distributed false CMI, all with the intent to induce, enable, facilitate or conceal their infringement of the Corbis Images;
3. For a judgment that defendants have knowingly and willfully converted Corbis' ownership interests in the Corbis Images to their own use, depriving Corbis of the legal rights and benefits incident to the ownership thereof, with malice, oppression, and fraud, and in conscious disregard of Corbis' rights;

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4. For a judgment that defendants have knowingly and willfully violated the RICO Act, 18 U.S.C. §§ 1962(c) & (d);
5. For an order under 17 U.S.C. §§ 502(a) and 1203(b)(1) enjoining defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, during the pendency of this action from directly or indirectly infringing any of the Corbis Images, as detailed in Corbis' *ex parte* motion;
6. For an order under 17 U.S.C. §§ 503(a) and 1203(b)(2) enjoining defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, to turn over for impoundment, to remain in the custody of Corbis' counsel during the pendency of this action, all copies, electronic and physical, in the defendants' possession, custody, or control of any of the Corbis Images, including but not limited to all copies of the Corbis Images and all storage media, including but not limited to computer disks, hard drives, servers, CDs, DVDs, and storage tapes, on which defendants have stored such images, as detailed in Corbis' *ex parte* motion;
7. For an order requiring that defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order issued under 17 U.S.C. §§ 503(a) and 1203(b)(2), as detailed in Corbis' *ex parte* motion;
8. For an order requiring the repatriation of any foreign assets of the defendants and that during the pendency of this action defendants' assets be frozen, as detailed in Corbis' *ex parte* motion;
9. For an order that during the pendency of this action defendants, including their directors, officers, agents, servants, employees, and all other persons in active

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- concert, privity, or participation with them, are required to maintain records and are enjoined from disposing of records, as detailed in Corbis' *ex parte* motion;
10. For an order under 17 U.S.C. §§ 502(a) and 1203(b)(1) permanently enjoining defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, from directly or indirectly infringing any of the Corbis Images;
 11. For an order under 17 U.S.C. §§ 503(b) and 1203(b)(6) that all copies, electronic and physical, of any of the Corbis Images and all storage media on which such images are stored that are in defendants' possession, custody, or control, or impounded under 17 U.S.C. §§ 503(a) and 1203(b)(2), be destroyed, disposed of, or otherwise remedially modified;
 12. For an order requiring that defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, permit an agent of Corbis to inspect their premises to ensure compliance with the Court's order under 17 U.S.C. §§ 503(b) and 1203(b)(6) regarding destruction, disposal, or remedial modification of copies of the Corbis Images and storage media on which such images are stored;
 13. For an order that defendants terminate the Internet websites www.templatemonster.com, www.ultravertex.com, www.templatetuning.com, www.template-help.com, www.template-delivery.com, www.mytemplatestorage.com, www.inverse-logic.com, www.site2you.com, and www.webdesign.org and transfer ownership of the above-referenced Internet domain names to Corbis;
 14. For triple damages under 18 U.S.C. § 1964(c);
 15. For triple damages under Fla. Ann. Stat. § 772.11;
 16. For compensatory damages for defendants' wrongful acts set out above and for punitive damages for defendants' willful and reckless indifference to Corbis'

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rights;

17. For an award of Corbis' actual damages and defendants' profits in such amounts as may be found under 17 U.S.C. §§ 504(b) and 1203(c)(2);
18. Alternatively, at Corbis' election, for statutory damages under 17 U.S.C. § 504(c) in an amount up to \$150,000 per image for a total of \$93,450,000.00, and under 17 U.S.C. § 1203(c)(3) in an amount up to \$25,000 per image for a total of \$15,575,000.00, for a combined total of up to \$109,025,000.00;
19. For an award of costs and attorney's fees pursuant to 17 U.S.C. §§ 505 and 1203 and 18 U.S.C. § 1964(c);
20. For an accounting and disgorgement of all gains, profits, and advantages derived from defendants' acts of infringement and other violations of law;
21. For a constructive trust for Corbis' benefit containing all gains, profits, and advantages derived from defendants' acts of infringement and other violations of law, including but not limited to funds held in bank accounts of defendants, including accounts maintained by their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, defendants' Internet domain names, and defendant Igor Lognikov's 2006 BMW 650i, VIN number WBAEK134X6CN77496;
22. For pre-judgment and post-judgment interest; and
23. For further damages according to proof and for such other and further relief as the Court deems just and equitable.

DATED: June 28, 2006

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Respectfully submitted,

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EXHIBIT "A"

ImageID	Status	Copyright Date	Certificate
AX041216	Registered	1/9/2002	VA 1-182-002
RR014834	Registered	7/31/1998	VA 924-488
7226	Registered	6/5/2000	VA 1-021-388
WE001153	Registered	7/31/1998	VA 924-488
WE001153	Registered	7/31/1998	VA 924-488
5648V1	Registered	6/5/2000	VA 1-021-388
6357	Registered	3/16/2001	VA 1-115-519
6596	Registered	3/16/2001	VA 1-115-519
6634	Registered	3/16/2001	VA 1-115-519
10136	Registered	3/16/2001	VA 1-115-519
31477	Registered	3/16/2001	VA 1-115-519
50222V1	Registered	1/14/1999	VA 1-038-658
50284	Registered	3/16/2001	VA 1-115-519
50376	Registered	3/16/2001	VA 1-115-519
50609	Registered	3/16/2001	VA 1-115-519
50967	Registered	3/16/2001	VA 1-115-519
51083	Registered	3/16/2001	VA 1-115-519
51603	Registered	3/16/2001	VA 1-115-519
53590	Registered	3/16/2001	VA 1-115-519
53887	Registered	3/16/2001	VA 1-115-519
53904	Registered	3/16/2001	VA 1-115-519
54037V1	Registered	3/16/2001	VA 1-115-519
54065	Registered	3/16/2001	VA 1-115-519
54105	Registered	3/16/2001	VA 1-115-519
54110	Registered	3/16/2001	VA 1-115-519
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57463	Registered	3/16/2001	VA 1-115-519

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59894	Registered	3/16/2001	VA 1-115-519
60131	Registered	3/16/2001	VA 1-115-519
62439	Registered	3/16/2001	VA 1-115-519
62441	Registered	3/16/2001	VA 1-115-519
62443	Registered	3/16/2001	VA 1-115-519
62928	Registered	3/16/2001	VA 1-115-519
53887	Registered	3/16/2001	VA 1-115-519
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74228	Registered	3/16/2001	VA 1-115-519
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76105	Registered	3/16/2001	VA 1-115-519
A-052-0148	Registered	8/15/2002	VA 1-145-485
AAAC001071	Registered	11/20/2001	VA 1-182-006
AAAC001078	Registered	11/20/2001	VA 1-182-006
AAAC001127	Registered	12/17/2001	VAu 524-351
AAAG001041	Registered	11/20/2001	VA 1-182-001
AAAK001100	Registered	12/17/2001	VAu 524-351
AAAK001111	Registered	12/11/2001	VAu 552-907
AAAS001003	Registered	3/19/2001	VA 1-113-639
AAAS001053	Registered	12/11/2001	VAu 552-907
AABC001082	Registered	11/20/2001	VA 1-182-006
AABI0017	Registered	11/20/2001	VA 1-182-001
AABI0029	Registered	11/20/2001	VAu 552-903
AACO001001	Registered	1/9/2002	VA 1-182-002
AACO001009	Registered	1/18/2002	VA 1-132-628
AACO001048	Registered	2/26/2002	VA 1-126-803
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AM-001-0136	Registered	8/15/2002	VA 1-145-485
AM-001-0145	Registered	8/15/2002	VA 1-145-485
AM-001-0157	Registered	8/15/2002	VA 1-145-485
AM-060-0112	Registered	8/15/2002	VA 1-145-485
AM-060-0130	Registered	8/15/2002	VA 1-145-485
AM-099-0114	Registered	8/15/2002	VA 1-145-485

AM-128-0133	Registered	8/15/2002	VA 1-145-485
AM-128-0248	Registered	8/15/2002	VA 1-145-485
AM-129-0125	Registered	8/15/2002	VA 1-145-485
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AM-155-0102	Registered	8/15/2002	VA 1-145-485
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AR-085-0120	Registered	8/15/2002	VA 1-145-485
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AX001893	Registered	1/14/1999	VA 1-038-658
AX002057	Registered	1/14/1999	VA 1-038-658
AX002205	Registered	1/14/1999	VA 1-038-658
AX002634	Registered	1/14/1999	VA 1-038-658
AX012250	Registered	6/5/2000	VA 1-021-389
AX014233	Registered	6/5/2000	VA 1-021-389
AX016206	Registered	6/5/2000	VA 1-021-389
AX016293	Registered	6/5/2000	VA 1-021-389
AX016366	Registered	6/5/2000	VA 1-021-389
AX018343	Registered	6/5/2000	VA 1-021-389
AX018684	Registered	6/5/2000	VA 1-021-389
AX022873	Registered	9/18/2000	VA 1-043-062
AX028312	Registered	3/19/2001	VA 1-113-639
AX028323	Registered	3/19/2001	VA 1-113-639
AX028443	Registered	3/19/2001	VA 1-113-639
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AX032164	Registered	3/19/2001	VA 1-113-639
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AX032364	Registered	3/19/2001	VA 1-113-639
AX032374	Registered	3/19/2001	VA 1-113-639
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AX032855	Registered	3/19/2001	VA 1-113-639
AX032886	Registered	3/19/2001	VA 1-113-639
AX032898	Registered	3/19/2001	VA 1-113-639
AX032944	Registered	3/19/2001	VA 1-113-639
AX034115	Registered	3/19/2001	VA 1-113-639
AX034402	Registered	3/19/2001	VA 1-113-639
AX045976	Registered	1/18/2002	VA 1-132-628
AX047405	Registered	1/18/2002	VA 1-132-628
CO-011-0003	Registered	8/15/2002	VA 1-145-485
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CU-051-0127	Registered	8/15/2002	VA 1-145-485
E-288-0101	Registered	8/15/2002	VA 1-145-485
NT5472994	Registered	8/15/2002	VA 1-145-485
PE-036-0320	Registered	8/15/2002	VA 1-145-485
PE-077-0113	Registered	8/15/2002	VA 1-145-485
PE-121-0261	Registered	8/15/2002	VA 1-145-485
PE-199-0103	Registered	8/15/2002	VA 1-145-485
US-480-0116	Registered	8/15/2002	VA 1-145-485
ZZFM001144	Registered	1/8/2001	VA 1-108-940
67056	Registered	3/16/2001	VA 1-115-519
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68458	Registered	3/16/2001	VA 1-115-519
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76258WL	Registered	1/14/1999	VA 1-038-658
7760	Registered	3/16/2001	VA 1-115-519
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AX001471	Registered	1/14/1999	VA 1-038-658
AX002404	Registered	1/14/1999	VA 1-038-658
AX010870	Registered	6/5/2000	VA 1-021-388
AX012008	Registered	6/5/2000	VA 1-021-389
AX012348	Registered	6/5/2000	VA 1-021-389
AX016068	Registered	6/5/2000	VA 1-021-389
AX036297	Registered	12/12/2001	VAu 546-092
AX036368	Registered	12/12/2001	VAu 546-092
AX036527	Registered	12/12/2001	VAu 546-092
AX063562	Registered	8/20/2002	VA 1-152-437
AX065091	Registered	8/26/2002	VA 1-152-436
AX069417	Registered	8/26/2002	VA 1-152-436
AX069478	Registered	8/26/2002	VA 1-152-436
AX069490	Registered	8/26/2002	VA 1-152-436
AX069791	Registered	8/26/2002	VA 1-152-436
AX045976	Registered	1/18/2002	VA 1-132-628
AX047405	Registered	1/18/2002	VA 1-132-628
CO-011-0003	Registered	8/15/2002	VA 1-145-485

COM-08DD001-001	Registered	12/12/2001	VAu 546-092
CU-051-0127	Registered	8/15/2002	VA 1-145-485
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PE-121-0261	Registered	8/15/2002	VA 1-145-485
PE-199-0103	Registered	8/15/2002	VA 1-145-485
US-480-0116	Registered	8/15/2002	VA 1-145-485
ZZFM001144	Registered	1/8/2001	VA 1-108-940
67056	Registered	3/16/2001	VA 1-115-519
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68463	Registered	3/16/2001	VA 1-115-519
68714	Registered	3/16/2001	VA 1-115-519
68892	Registered	3/16/2001	VA 1-115-519
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75306	Registered	3/16/2001	VA 1-115-519
75728	Registered	3/16/2001	VA 1-115-519
75893	Registered	3/16/2001	VA 1-115-519
76180	Registered	1/14/1999	VA 1-038-658
76258WL	Registered	1/14/1999	VA 1-038-658
7760	Registered	3/16/2001	VA 1-115-519
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AX001471	Registered	1/14/1999	VA 1-038-658
AX002404	Registered	1/14/1999	VA 1-038-658

AX010870	Registered	6/5/2000	VA 1-021-388
AX012008	Registered	6/5/2000	VA 1-021-389
AX012348	Registered	6/5/2000	VA 1-021-389
AX016068	Registered	6/5/2000	VA 1-021-389
AX036297	Registered	12/12/2001	VAu 546-092
AX036368	Registered	12/12/2001	VAu 546-092
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AX065091	Registered	8/26/2002	VA 1-152-436
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AX069478	Registered	8/26/2002	VA 1-152-436
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AX071052	Registered	8/26/2002	VA 1-152-436
AX928603	Registered	12/15/2001	VAu 537-691
AX929325	Registered	12/17/2001	VAu 524-351
FE-021-0112	Registered	8/15/2002	VA 1-145-485
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FF001248	Registered	11/6/1997	VA 863-783
FH001216	Registered	12/17/2001	VAu 524-351
IK001194	Registered	1/8/2001	VA 1-108-940
JQ002346	Registered	1/14/1999	VA 1-038-658
ME016166	Registered	11/20/2001	VAu 552-903
NL006152	Registered	3/16/2001	VA 1-115-519
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NT5469829	Registered	8/15/2002	VA 1-145-485
NT673384	Registered	8/15/2002	VA 1-145-485
OR007839	Registered	7/31/1998	VA 924-488
RW005369	Registered	11/6/1997	VA 863-783
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US-276-0116	Registered	8/15/2002	VA 1-145-485
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US-336-0101	Registered	8/15/2002	VA 1-145-485
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US-560-0102	Registered	8/15/2002	VA 1-145-485
US-662-0118	Registered	8/15/2002	VA 1-145-485
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WY001022	Registered	1/14/1999	VA 1-038-658
WY001031	Registered	1/14/1999	VA 1-038-658
WY001142	Registered	1/14/1999	VA 1-038-658
WY001144	Registered	1/14/1999	VA 1-038-658
WY002517	Registered	3/16/2001	VA 1-115-519
WY002548	Registered	3/16/2001	VA 1-115-519
YA007495	Registered	11/6/1997	VA 863-785
YA017040	Registered	1/14/1999	VA 1-038-658
YS001003	Registered	3/16/2001	VA 1-115-519
ZZFM001130	Registered	9/18/2000	VA 1-043-062
ZZFM001143	Registered	1/8/2001	VA 1-108-940
AX001976	Registered	1/14/1999	VA 1-038-658

AX018489	Registered	6/5/2000	VA 1-021-389
AX050255	Registered	3/19/2003	VA 1-199-162
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JT88-7	Registered	3/16/2001	VA 1-115-519
LC002040	Registered	1/14/1999	VA 1-038-658
MB007813	Registered	11/6/1997	VA 863-783
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MI-148-0106	Registered	8/15/2002	VA 1-145-485
MI-154-0124	Registered	8/15/2002	VA 1-145-485
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N-032-0320	Registered	8/15/2002	VA 1-154-033
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NT5254495	Registered	8/15/2002	VA 1-145-485
NT5312273	Registered	8/15/2002	VA 1-145-485
NT5322994	Registered	8/15/2002	VA 1-145-485
NT5357232	Registered	8/15/2002	VA 1-145-485
NT5389025	Registered	8/15/2002	VA 1-145-485
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O-029-0793	Registered	8/15/2002	VA 1-145-485
O-039-0445	Registered	8/15/2002	VA 1-145-485
O-048-0120	Registered	8/15/2002	VA 1-145-485
O-049-0630	Registered	8/15/2002	VA 1-154-033
O-051-0150	Registered	8/15/2002	VA 1-145-485
O-134-0109	Registered	8/15/2002	VA 1-145-485
OR004846	Registered	7/31/1998	VA 924-488
PBI-1315	Registered	1/14/1999	VA 1-038-658
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PE-102-0126	Registered	8/15/2002	VA 1-145-485
PE-123-0122	Registered	8/15/2002	VA 1-145-485
PE-125-0690	Registered	8/15/2002	VA 1-145-485
PE-133-0113	Registered	8/15/2002	VA 1-145-485
PE-133-0185	Registered	8/15/2002	VA 1-154-033
PE-160-0132	Registered	8/15/2002	VA 1-145-485
PE-225-0357	Registered	8/15/2002	VA 1-145-485
PE-235-0131	Registered	8/15/2002	VA 1-145-485
PE-259-0168	Registered	8/15/2002	VA 1-145-485
PE-294-0110	Registered	8/15/2002	VA 1-145-485
PX003434	Registered	11/20/2001	VA 1-182-006
RC001482	Registered	11/6/1997	VA 863-783
RR001819	Registered	1/14/1999	VA 1-038-658
RR004430	Registered	1/14/1999	VA 1-038-658
RR007035	Registered	1/14/1999	VA 1-038-658
RR009567	Registered	1/14/1999	VA 1-038-658
RR011899	Registered	1/14/1999	VA 1-038-658
RR021961	Registered	3/16/2001	VA 1-115-519
RR022977	Registered	1/14/1999	VA 1-038-658
RW015167	Registered	11/6/1997	VA 863-783
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SC-006-0227	Registered	8/15/2002	VA 1-145-485
SC-006-0279	Registered	8/15/2002	VA 1-145-485
SC-029-0184	Registered	8/15/2002	VA 1-145-485
SC-032-0337	Registered	8/15/2002	VA 1-154-033
SC-049-0170	Registered	8/15/2002	VA 1-154-033
SC-072-0235	Registered	8/15/2002	VA 1-145-485
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SF001975	Registered	11/6/1997	VA 863-783
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SP-210-0123	Registered	8/15/2002	VA 1-145-485
SP-247-0109	Registered	8/15/2002	VA 1-145-485
SP008560	Registered	11/6/1997	VA 863-783
SPA-04PB001-001	Registered	3/19/2001	VA 1-113-639
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T-088-0172	Registered	8/15/2002	VA 1-154-033
US-093-0106	Registered	8/15/2002	VA 1-145-485
US-228-0118	Registered	8/15/2002	VA 1-145-485
US-471-0115	Registered	8/15/2002	VA 1-145-485
US-495-0126	Registered	8/15/2002	VA 1-145-485
WY001989	Registered	1/14/1999	VA 1-038-658
WY002090	Registered	1/14/1999	VA 1-038-658
YA021255	Registered	6/5/2000	VA 1-021-388
228-AR-092-B1782	Registered	1/28/2003	VA 1-181-998
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AAFC001017	Registered	8/15/2002	VA 1-154-033
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AR-066-0112	Registered	8/15/2002	VA 1-145-485
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AX014671	Registered	6/5/2000	VA 1-021-389
AX032335	Registered	3/19/2001	VA 1-113-639
AX032385	Registered	3/19/2001	VA 1-113-639
AX032502	Registered	3/19/2001	VA 1-113-639
AX034776	Registered	3/19/2001	VA 1-113-639
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AX063122	Registered	8/20/2002	VA 1-152-437
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US-470-0182	Registered	8/15/2002	VA 1-145-485
US-470-0184	Registered	8/15/2002	VA 1-154-033
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I-682-0115	Registered	8/15/2002	VA 1-145-485
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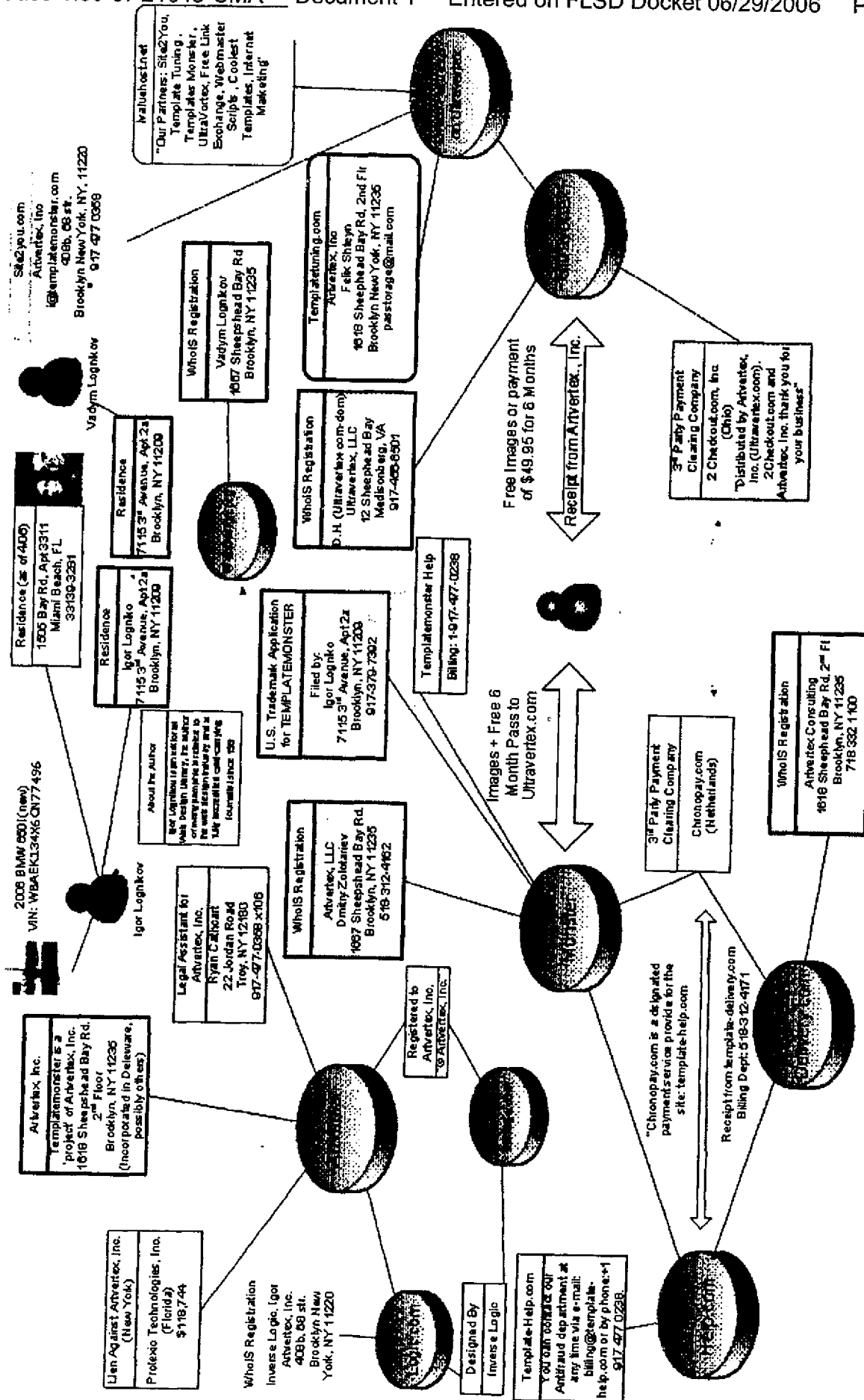
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AX059590	Registered	8/15/2002	VA 1-145-485
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FO-080-0108	Registered	8/15/2002	VA 1-145-485
NT1331784	Registered	8/15/2002	VA 1-145-485
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NT5460761	Registered	8/15/2002	VA 1-145-485
NT5466250	Registered	8/15/2002	VA 1-145-485
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PE-131-0103	Registered	8/15/2002	VA 1-145-485
PE-133-0187	Registered	8/15/2002	VA 1-154-033
PE-161-0184	Registered	8/15/2002	VA 1-145-485
PE-199-0105	Registered	8/15/2002	VA 1-145-485
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PE-203-0264	Registered	8/15/2002	VA 1-145-485
RR007804	Registered	1/14/1999	VA 1-038-658
UB005113	Registered	11/6/1997	VA 863-783

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US-385-0138	Registered	8/15/2002	VA 1-145-485
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EXHIBIT "B"



JS 44 (Rev. 11/05)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September, 1994, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

NOTICE: ATTORNEYS MUST SIGN AND FILE THIS COVER SHEET BEFORE

I. (a) PLAINTIFFS

Corbis Corporation

(b) County of Residence of First Listed Plaintiff King County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Lori A. Sochin, Esq., Ronnie Fernandez, Esq., Greenberg Traurig, P.A.,
1221 Brickell Avenue, Miami, Florida 33131
(305) 579-0500

DEFENDANTS

Igor Lognikov; Artvertex, Inc.; Artvertex, LLC; Artvertex
Consulting; Ultravertex Llc; Ultravertex.Com, Inc.; et al.

County of Residence of First Listed Defendant Miami-Dade County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT
LAND INVOLVED.

Attorneys (If Known)

(d) Check County Where Action Arose: ☒ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE
HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- CITIZENSHIP**
Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4
Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business in Another State ☐ 5 ☐ 5
Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

- (Place an "X" in One Box Only)
☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed (see VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

(See instructions second page):

a) Re-filed Case ☐ YES ☒ NOb) Related Cases ☐ YES ☒ NO

JUDGE

DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §§ 1331 and 1338(a) and 18 U.S.C. § 1964

LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

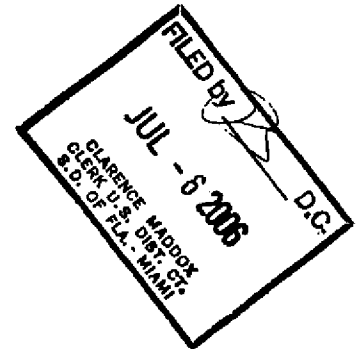
DATE

FOR OFFICE USE ONLY
 AMOUNT \$350.00 RECEIPT # 942744

06/29/06

EXHIBIT 4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 06-21643-Civ-Altonaga/Turnoff



CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM;
INVERSE-LOGIC; SITE2YOU.COM;
CALLAWAY ALLIANCE, INC.; COLMAN
ALLIANCE LLC; WEB DESIGN LIBRARY;
and DOES 1-50,

Defendants.

**ORDER GRANTING CORBIS CORPORATION'S APPLICATION
FOR A PRELIMINARY INJUNCTION; FOR IMPOUNDMENT;
FOR INSPECTION OF THE PREMISES; FOR A FREEZE
AND REPATRIATION OF ASSETS; AND FOR RETENTION OF RECORDS**

The Court this day, July 6, 2006, has before it the following papers submitted by plaintiff Corbis Corporation ("Corbis"): the Complaint filed in this action, an *Ex Parte* Application for a Temporary Restraining Order and for Order to Show Cause re: Preliminary Injunction, the supporting Memorandum of Points and Authorities, the supporting Declarations of David Weiskopf, Michael F. Falsone, Eric A. Berger, Andrew Oberfeldt, and Laura C. Pirri and

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BS

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the Exhibits in support thereof, the Certificates of Service, and the oral and documentary testimony presented at the time of hearing.

Upon reading the papers on file in this action, and upon hearing and considering the arguments presented by counsel, the Court finds that there is good cause, and this is a proper case, for granting a preliminary injunction. Accordingly, pursuant to Rule 65(d) of the Federal Rules of Civil Procedure, the Court finds as follows:

1. Corbis has established that it is probable that Corbis will prevail at trial on the merits of its claims for relief against the defendants, and each of them;
2. There is a reasonable likelihood that Corbis will be irreparably injured if this preliminary injunction is not granted;
3. The balance of hardship tips sharply in Corbis' favor in that the hardship to defendants if this preliminary injunction is granted is outweighed by the hardship to Corbis if it is not granted; and
4. Entry of the preliminary injunction will serve the public interest.

ORDER TO CEASE AND DESIST COPYRIGHT INFRINGEMENT

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the defendants, Igor Lognikov; Artvertex, Inc.; Artvertex, LLC; Artvertex Consulting; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library (hereafter collectively, the "Defendants") and each of them, their agents, servants, and employees, all persons acting or purporting to act under their authority, direction, or control, and all persons acting in concert or

CASE NO. 06-21643-Civ-Altonaga/Turnoff

in participation with any of them who receive notice of this Order, shall be and are immediately restrained and enjoined pending final judgment in this action, or until otherwise ordered by this Court, from each and all of the following:

1. All copying, duplicating, reproduction or creation of derivative works of any images shown in Attachment A for which Corbis holds a United States Copyright Office registration certificate identified in Attachment B (hereinafter, the "Corbis Images").

2. All further publication, distribution, broadcasting or marketing of any of the Corbis Images;

3. Failing to disclose to Corbis' counsel of record within 12 hours of the receipt of this preliminary injunction: (a) the names, addresses, telephone numbers, facsimile numbers and email addresses (to the extent available to the Defendants, or any of them) of any and all persons that are participating or have been at any time participating in the copying, duplicating, reproducing, creating derivative works, publishing, distributing, broadcasting or marketing of any of the Corbis Images (hereinafter "Participating Third Parties").

4. Failing to notify orally and in writing, within 12 hours of the receipt of the preliminary injunction, all Participating Third Parties of this preliminary injunction (including providing a copy of the same to them), and instructing them that they are to immediately cease any further such copying, duplicating, reproducing, creating derivative works, publishing, distributing, broadcasting or marketing of Corbis Images.

5. Failing to obtain, within 48 hours of the receipt of the preliminary injunction, from all Participating Third Parties all copies of any of the Corbis Images.

6. Destroying, altering, or concealing any and all documentation of any kind, including electronic documentation (such as email, or computer generated or store data), relating

to the creation, development, production, distribution, publication, broadcast, copying, reproduction and/or creation of derivative works of any of the Corbis Images.

7. Failing to cease the distribution, broadcast or transmission of any webpage or portion of any website on which any of the Corbis Images is located, including, but not limited to, www.templatemonster.com, www.ultravertex.com, www.template-tuning.com, www.template-help.com, www.template-delivery.com, www.mytemplatestorage.com, www.inverse-logic.com, www.site2you.com, and www.webdesign.org.

8. Failing to turn over for impoundment, to remain in the custody of Corbis' counsel during the pendency of this action, all copies, electronic and physical, in the defendants' possession, custody, or control of any of the Corbis Images, including but not limited to all copies of the Corbis Images and all storage media, including but not limited to computer disks, hard drives, servers, CDs, DVDs, and storage tapes, on which defendants have stored such images.

9. Failing to permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order.

ORDER TO FREEZE ASSETS

IT IS FURTHER ORDERED THAT the Defendants and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, distributors, corporations, subsidiaries, affiliates, successors, assigns, and those persons or entities in active concert or participation with them who receive actual notice of the order by personal service, facsimile, or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, except as agreed to in writing by counsel for Corbis, or as directed by further order of the Court, are hereby restrained and enjoined from directly or indirectly:

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1. Selling, liquidating, assigning, transferring, converting, loaning, encumbering, pledging, concealing, dissipating, spending, withdrawing, or otherwise disposing of any funds, real or personal property, or other assets or any interest therein, wherever located, including any assets outside the territorial United States, which are: (a) in the actual or constructive possession of any of the Defendants; (b) owned or controlled by, or held, in whole or in part, for the benefit of, or subject to access by, or belonging to, any of the Defendants; or (c) in the actual or constructive possession of, or owned or controlled by, or subject to access by, or belonging to, any corporation, partnership, trust or any other entity directly or indirectly owned, managed, or controlled by, or under common control with, any of the Defendants, including, but not limited to, the 2006 BMW 650i, VIN number WBAEK134X6CN77496, registered to Igor Lognikov, any assets held by or for any of the Defendants at any bank or savings and loan institution, or with any broker-dealer, escrow agent, title company, commodity trading company, precious metal dealer, payment service provider, or other financial institution or depository of any kind.

2. Opening or causing to be opened any safe deposit boxes titled in the name of any of the Defendants, or subject to access by any of the Defendants;

3. Incurring charges on any credit card issued in the name, singly or jointly, of any of the Defendants;

4. The funds, property and assets affected by this Section shall include both existing assets and assets acquired after the effective date of the order, including without limitation, those acquired by loan or gift. The Defendants shall hold all assets, including without limitation, payments, loans, and gifts, received after service of the Court's order; and

CASE NO. 06-21643-Civ-Altonaga/Turnoff

5. Notwithstanding the asset freeze provisions above, the Defendants may pay reasonable, usual, ordinary, and necessary living expenses, and reasonable attorney's fees, after written prior approval by Corbis or as authorized by the Court.

For the purpose of this order, "asset" or "assets" means any legal or equitable interest in, right to, or claim to, any real and for personal property, including without limitation, chattels, goods, instruments, equipment, fixtures, general intangibles, leaseholds, mail or other deliveries, inventory, checks, notes, accounts, credits, contracts, receivables, shares of stock, and all cash, wherever located.

IT IS FURTHER ORDERED THAT any financial institution, person who at the time of receipt of a copy of this preliminary injunction is a creditor of any of the Defendants, or any person or other entity served with a copy of the Court's order, or who otherwise has actual knowledge of the order, that has possession, custody, or control of any account, asset, or document held on behalf of, or relating or belonging to, any of the Defendants, shall:

1. Hold and retain within such entity's or person's control, and prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, liquidation, or other disposal of any funds, documents, property, or other assets held by or under such entity's or person's control: (a) on behalf of, or for the benefit of any of the Defendants or other party subject to the asset freeze above; (b) in any account maintained in the name of, or subject to withdrawal by, any of the Defendants or other party subject to the asset freeze above; (c) that are subject to access or use by, or under the signatory power of, any of the Defendants or other party subject to the asset freeze above;

2. Deny access to any safe deposit boxes that are either: (a) titled in the name, individually or jointly, of any of the Defendants or other party subject to the asset freeze above;

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or (b) subject to access by any of the Defendants or other party subject to the asset freeze above;

3. Provide to counsel for Corbis, within three (3) business days, a statement setting forth: (a) the identification of each account or asset titled in the name, individually or jointly, or held on behalf of, or for the benefit of any of the Defendants or other party subject to the asset freeze above, whether in whole or in part; (b) the balance of each such account, or a description of the nature and value of such asset; (c) the identification of any safe deposit box that is either titled in the name of, individually or jointly, or is otherwise subject to access or control by any of the Defendants or other party subject to the asset freeze above, whether in whole or in part; and if the account, safe deposit box, or other asset has been closed or removed, the date closed or removed and the balance on said date;

The accounts subject to this provision include existing assets and assets deposited after the effective date of the order. This Section shall not prohibit transfers in accordance with any provision of the order, or any further order of the Court; and

Corbis is granted leave, pursuant to Fed. R. Civ. P. 45, to subpoena documents immediately from any such financial institution, account custodian, or other entity concerning the nature, location, status, and extent of any of the Defendants' assets, as well as compliance with the Court's order, and such financial institution, account custodian or other entity shall respond to such subpoena within five (5) business days after service.

ORDER TO REPATRIATE ASSETS AND RECORDS

IT IS FURTHER ORDERED THAT the Defendants repatriate documents and assets as follows:

1. Within three (3) business days following service of this preliminary injunction, take such steps as are necessary to repatriate to the United States all documents and assets that

CASE NO. 06-21643-Civ-Altonaga/Turnoff

are located outside of such territory and are held by or for any of the Defendants or are under any of the Defendants' direct or indirect control, jointly, severally, or individually;

2. Within three (3) business days following service of this preliminary injunction, provide Corbis with a full accounting of all documents and assets that are located outside of the territory of the United States or that have been transferred to the territory of the United States pursuant to Subsection 1 above and are held by or for any of the Defendants or are under any of the Defendants' direct or indirect control, jointly, severally, or individually, including the names and addresses of any foreign or domestic financial institution or other entity holding the assets, along with the account numbers and balances;

3. Hold and retain all repatriated documents and assets and prevent any transfer, disposition, or dissipation whatsoever of any such documents or assets; and

4. Within three (3) business days following service of this preliminary injunction, provide Corbis access to the Defendants' records and documents held by financial institutions or other entities outside the territorial United States, by signing and delivering to Corbis' counsel the Consent to Release of Financial Records attached to the Court's order as Attachment C.

ORDER TO RETAIN RECORDS

IT IS FURTHER ORDERED THAT that the Defendants, and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, distributors, corporations, subsidiaries, affiliates, successors, assigns, and those persons or entities in active concert or participation with the Defendants who receive actual notice of the order by personal service, facsimile, or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby preliminarily enjoined from:

CASE NO. 06-21643-Civ-Altonaga/Turnoff

1. Failing to make and keep books, records, accounts, bank statements, current accountants' reports, general ledgers, general journals, cash receipts ledgers, cash disbursements ledgers and source documents, documents indicating title to real or personal property, and any other data which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of defendants; and

2. Destroying, erasing, mutilating, concealing, altering, transferring or otherwise disposing of, in any manner, directly or indirectly, any copies of the Corbis Images or documentation reflecting the receipt or procurement by any of the Defendants of any of the Corbis Images or any transmission or distribution of the same to any person; contracts; agreements; customer files; customer lists; customer addresses and telephone numbers; correspondence; advertisements; brochures; sales material; training material; sales presentations; documents evidencing or referring to any of the Defendants' products or services; data; computer tapes; disks; or other computerized records; books; written or printed records; handwritten notes; telephone logs; "verification" or "compliance" tapes or other audio or video tape recordings; receipt books; invoices; postal receipts; ledgers; personal and business canceled checks and check registers; bank statements; appointment books; copies of federal, state or local business or personal income or property tax returns; and other documents or records of any kind, including electronically-stored materials, that relate to the business practices or business or personal finances of any of the Defendants or other entities directly or indirectly under the control of the Defendants.

ORDER TO COMMENCE DISCOVERY

IT IS FURTHER ORDERED THAT the parties are exempted from the requirements of Rule 26(f) of the Federal Rules of Civil Procedure. Discovery shall commence immediately.

No later than ten (10) days after service of this Order on any Defendant, such Defendant is hereby ordered to inform Corbis in writing of the names, business addresses, business telephone numbers, business email addresses, home addresses, home telephone numbers, home email addresses, and other contact information of the officers and shareholders of such Defendant and of each and every other Defendant entity of which the served Defendant has knowledge or information. The information shall be provided under oath and verified by an appropriate officer of any responding corporate Defendant and for any individual Defendant by such individual.

Defendants, or any of them, may serve discovery by serving any discovery requests to Corbis' counsel of record in this action. Corbis may serve its discovery requests, whether directed to any Defendant or to any third party, on Defendants by email at the following email addresses:

chief@templatemonster.com, i@templatemonster.com, billing@templatemonster.com,
support@mytemplatestorage.com, marketing@templatemonster.com,
piracy@templatemonster.com, jobs@templatemonster.com, haust@europe.com,
billing@template-help.com, david@template-help.com, support@templatetuning.com,
allan@templatetuning.com, ccare@templatetuning.com, passtorage@mail.com, and
steve.chizmar@templatemonster.com.

* * *

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IT IS FURTHER ORDERED THAT this Order be served on the Defendants by email to the above-identified email addresses on or before July 10, 2006.

Dated: July 6, 2006

Cesar M. Altonaga
UNITED STATES DISTRICT COURT JUDGE

Copies furnished to:

Lori A. Sochin, Esq.
Ronnie Fernandez, Esq.

ATTACHMENT C

Consent to Release of Financial Records

I, an officer of _____, do hereby direct any bank, trust company, or financial institution at which _____ has an account, and its officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Corbis Corporation, and to give evidence relevant thereto, in the matter of the *Corbis Corporation v. Lognikov et al.*, Case No. 06-21643-CIV, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as consent with respect thereto.

Dated: _____

Name and Title: _____

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 06-21643-W-Alfonso

- ☐ **DUE TO POOR QUALITY, THE ATTACHED
DOCUMENT IS NOT SCANNED**
-

ATTACHMENT(S) NOT SCANNED

- ☐ VOLUMINOUS (exceeds 999 pages = 4 inches)
☐ BOUND EXTRADITION PAPERS
☐ ADMINISTRATIVE RECORD (Social Security)
☐ ORIGINAL BANKRUPTCY TRANSCRIPT
☐ STATE COURT RECORD (Habeas Cases)
☐ SOUTHERN DISTRICT TRANSCRIPTS
☐ LEGAL SIZE
☐ DOUBLE SIDED
☒ PHOTOGRAPHS *EXHIBIT "A" AND "B"*
☐ POOR QUALITY (e.g. light print, dark print, etc.)
☐ SURETY BOND (original or letter of undertaking)
☐ CD's, DVD's, VHS Tapes, Cassette Tapes
☐ OTHER = _____

PLEASE REFER TO COURT FILE

EXHIBIT 5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 06-21643-CIV-ALTONAGA/Turnoff

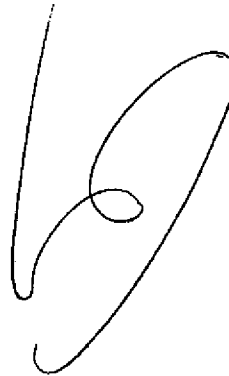
CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM;
INVERSE-LOGIC; SITE2YOU.COM;
CALLAWAY ALLIANCE, INC.; COLMAN
ALLIANCE LLC; WEB DESIGN LIBRARY;
and DOES 1-50,

Defendants.



NIGHT BOX
FILED

JUL 25 2006

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

**CORBIS CORPORATION'S EX PARTE MOTION FOR AN ORDER TO SHOW CAUSE
WHY DEFENDANTS ARE NOT IN CONTEMPT OF THE COURT'S
TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

Plaintiff Corbis Corporation ("Corbis") hereby moves ex parte for an Order To Show Cause why the defendants Igor Lognikov; Artvertex, Inc.; Artvertex, LLC; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library; (hereafter collectively, "Defendants") are not in contempt of this Court's Temporary Restraining Order, dated June 29, 2006, and Preliminary Injunction, dated July 6, 2006. Corbis' motion is based on the following papers: the *Ex Parte* Motion for an Order To Show Cause Why Defendants Are Not in



Contempt of the Court's Temporary Restraining Order and Preliminary Injunction, the supporting Memorandum of Points and Authorities, the supporting Declarations of Laura C. Pirri and Ronnie Fernandez and the Exhibits in support thereof, the Request for Expedited Hearing, and all other papers on file in this action.

This motion is brought on the grounds that the Defendants are in blatant violation of no less than twelve provisions of the Court's Temporary Restraining Order and Preliminary Injunction (collectively, the "Orders"). Pursuant to Local Rule 7.1(A)(3), undersigned counsel certifies that counsel for Corbis has conferred with defendants' counsel in a good faith effort to resolve the issues raised in this motion and has been unable to do so.

Specifically, on July 11, 2006, before the defendants appeared by counsel in the action, a person in the Legal Department of the defendant TemplateMonster.com telephoned counsel for Corbis. On the telephone call, Corbis's counsel asked the Legal Department representative to confirm that the defendants would comply with the Preliminary Injunction. The Legal Department representative replied that the defendants would not comply because they considered the Orders extreme and viewed themselves outside the Court's jurisdiction. On July 12, 2006, after defendants' counsel appeared, counsel for Corbis again asked that the defendants remedy immediately their violations of the Temporary Restraining Order and Preliminary Injunction. Counsel for Corbis identified with particularity the provisions that the defendants had violated. Defendants' counsel provided a cursory reply, failing to address most of the provisions identified and claiming compliance based on obviously false representations. On July 24, Corbis's counsel again insisted that the defendants comply with the same provisions. The defendants' response again was woefully incomplete and even controverted by representations made by the defendants on their own websites and in their press releases. Because the defendants are willfully refusing to comply with the Court's orders, Corbis brings this motion.

Corbis therefore requests that the Court schedule a hearing on an Order To Show Cause why the Defendants should not be (1) found in contempt for violating the terms of the Temporary Restraining Order and Preliminary Injunction; (2) compelled to comply with the

Preliminary Injunction; (3) ordered to pay a daily monetary fine in an amount to be determined by the Court for each additional day of noncompliance; (4) barred from filing any papers with the Court, demanding or obtaining discovery pursuant to outstanding discovery requests, serving new discovery, attending hearings, and otherwise defending this action for the duration of their noncompliance; or, alternatively, held to have defaulted with a default judgment entered against them; and (5) ordered to reimburse Corbis for its attorneys' fees incurred in brining this motion in an amount to be determined.

Respectfully submitted,

QUINN EMANUEL URQUHART
OLIVER & HEDGES, LLP
Claude M. Stern (Bar No. 96737)
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555 Twin Dolphin Drive, Suite 560
Redwood Shores, California 94065-2139
Telephone: (650) 801-5000
Facsimile: (650) 801-5100

-and-

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Facsimile: (305) 579-0717
E-mail: sochinl@gtlaw.com
E-mail: fernandr@gtlaw.com

By: 

LORI A. SOCHIN
Florida Bar No. 013048
RONNIE FERNANDEZ
Florida Bar No. 336520

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of July, 2006, a true and correct copy of the foregoing was sent via facsimile, electronic mail, and U.S. Mail to **Richard S. Ross, Esq.**, Atrium Centre, 4801 S. University Drive, Suite 237, Ft. Lauderdale, FL 33328, and by electronic mail to all Defendants pursuant to the Court's Order Authorizing Service of Process Via Alternative Means at the following e-mail addresses:

allan@templatetuning.com; belarus_minsk@mail.ru; billing@template-help.com;
billing@templatemonster.com; ccare@templatetuning.com; checkout@template-
help.com; chief@templatemonster.com; david@template-help.com;
haust@europa.com; i@templatemonster.com; info@ultravertex.com;
jobs@templatemonster.com; marketing@templatemonster.com;
passtorage@mail.com; piracy@templatemonster.com;
steve.chizmar@templatemonster.com; support@mytemplatestorage.com;
support@site2you.com; support@templatetuning.com; tuning-support@template-
help.com; admin@atomictemplates.com; vadyam@templatemonster.com;
vipresellers-payments@template-help.com



RONNIE FERNANDEZ

EXHIBIT 6

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

CASE NO. 06-21643-CIV-ALTONAGA/TURNOFF

CORBIS CORPORATION,

Plaintiff,

v.

IGOR LOGNIKOV, et al.

Defendants.

**LOGNIKOV AND TEMPLATE DEFENDANTS' RESPONSE TO PLAINTIFF'S
MOTION FOR ORDER TO SHOW CAUSE WHY DEFENDANTS ARE NOT IN
CONTEMPT OF THE COURT'S TEMPORARY RESTRAINING ORDER AND
PRELIMINARY INJUNCTION**

COME NOW, Defendants, IGOR LOGNIKOV; WEB DESIGN LIBRARY and ARTVERTEX, INC. (collectively "Lognikov Defendants"); and TEMPLATEMONSTER.COM; TEMPLATE TUNING; TEMPLATE-HELP.COM; TEMPLATE-DELIVERY.COM; MYTEMPLATESTORAGE.COM; SITE2YOU.COM; CALLAWAY ALLIANCE, INC. (collectively "Template Defendants"), by and through their undersigned counsel, who respectfully respond to Plaintiff's, CORBIS CORPORATION ("Corbis"), motion for order to show cause why defendants are not in contempt of the court's temporary restraining order and preliminary injunction (collectively "PI"). The supporting declarations from litigation counsel for Corbis and attached exhibits do not prove, by clear and convincing evidence, that the Lognikov Defendants or the Template Defendants have failed to comply with the PI. Accordingly, the motion for order to show cause should be denied.

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11/14

RESPONSE TO PRELIMINARY STATEMENT

1. The Lognikov Defendants and Template Defendants

From the outset, the preliminary statement lumps all defendants together. The Lognikov Defendants and Template Defendants (together "Defendants") respectfully point out that it would be inappropriate to penalize the Defendants for any noncompliance by other defendants. *See McGregor v. Chierico*, 206 F. 3d 1378 (11th Cir. 2000)(district court improperly lumped together all defendants without considering weight of the evidence as applied to each defendant).

2. The complaint

Corbis' complaint alleges a vast conspiracy by the defendants to pirate 623 photographic images. Corbis' website contends that it licenses more than 70,000,000 images.¹ *See* Exhibit A. Corbis rushed to court, without providing actual notice to any defendant, and obtained extraordinary relief, without security, *see* Fed.R.Civ.P. 65(c), based merely on affidavit representations that it owned certain copyright registrations that allegedly protect individual photographic images. However, Corbis chose not to include the registrations for the court's evaluation.

Once the Defendants, Russian and Ukrainian domiciles and citizens, retained counsel on July 11, 2006, after the PI issued, the first course of business was to obtain a copy of the registrations to determine their scope and content. Upon review, the Defendants learned that Corbis had misrepresented the nature of the registrations to the court. As it turns out, the registrations do not cover the individual images as a matter of law. The registrations are merely compilation registrations, protecting only selection, coordination or arrangement of pre-existing material.

¹Thus, the alleged conspiracy comprises 0.00089% of all of Corbis' images.

For a work to qualify as a copyrightable compilation, it must comprise three distinct elements: “(1) the collection and assembly of pre-existing material, facts, or data; (2) the selection, coordination, or arrangement of those materials; and (3) the creation, by virtue of the particular selection, coordination, or arrangement, of an ‘original’ work of authorship.” *Feist Publications, Inc. v. Rural Telephone Service Company, Inc.*, 499 U.S. 340, 357, 111 S.Ct. 1282, 1293. *See also* 17 U.S.C. §101 (definition of “compilation”), §103(a, b). Furthermore, the content that Corbis contributed to the compilation, as set forth in every registration, is digital enhancement. However, digital enhancement does not provide sufficient originality to afford a work copyright protection. *The Bridgeman Art Library, Ltd. v. Corel Corporation*, 36 F. Supp. 2d 191 (S.D.N.Y. 1999). In fact, Corbis itself admits that the *Bridgeman* case stands for the proposition that Corbis can claim no copyright protection to digitally enhanced photographs. *See* Corbis website attached as Exhibit B.

In *Bridgeman*, the case was initiated by The Bridgeman Art Library, a British company that licenses transparencies of public domain artwork owned by museums and collectors. Bridgeman, which has an office in New York, acquires reproduction rights for reproductions from owners and free-lance photographers and distributes them as transparencies and digital files on CD-ROM. The defendant, Corel, is a Canadian corporation that sells a CD-ROM containing 700 digital reproductions of well-known paintings by European masters, including 120 for which Bridgeman claimed to have sole authorization to control. Corel neither licensed nor asked for permission from Bridgeman to use the reproductions. *See generally The Bridgeman Art Library, Ltd. v. Corel Corporation*, 25 F. Supp.2d 421 (S.D.N.Y. 1998).

The court held that color transparencies and CD-ROMs of paintings were not sufficiently “original” to qualify for copyright protection under the Copyright Clause of the

Constitution, Art. 1, §8, cl. 8 and Copyright Act, 17 U.S.C. §102(a). The court discussed the history of copyright protection for photographs. It discussed that in *Burrow-Giles Lithographic Co. v. Sarony*, 111 U.S. 53 (1884), the Supreme Court acknowledged that the portrait at issue was sufficiently original, “by virtue of its pose, arrangement of accessories in the photograph, and lighting and expression the photographer evoked to be subject to copyright.” *Bridgeman*, 36 F. Supp. 2d at 195. The court commented, however, that “‘where a photograph of a photograph or other printed matter is made that amounts to nothing more than slavish copying’,” *id.* at 196 (citation omitted), copyright protection should be denied. The court then acknowledged that portion of the ruling in *Feist* that “‘sweat of the brow’ alone is not the creative spark which is the *sine qua non* of originality.” *Id.* at 197.

Here, just like in *Bridgeman*, Corbis is an image licensing company. The registrations at issue identify Corbis’ contribution as digitization of analog photographs created by third parties. Corbis does not allege in the complaint any element of originality such as lighting, timing, etc. Because the compilation content lacks any originality, and is a mere photocopy of pre-existing works, the compilation as a whole cannot qualify for copyright protection. If there is no copyright protection, and no valid registrations, the court would lack subject matter jurisdiction over the action. *See Schreiber Foods, Inc. v. Beatrice Cheese, Inc.*, 402 F.3d 1198, 1203 (Fed. Cir. 2005)(in patent infringement action, where plaintiff lacks Article III initial standing, suit must be dismissed and defect cannot be cured).

As a result of the Defendants bringing to the court’s attention the lack of subject matter jurisdiction over digitally enhanced compilation copyrights due to their lack of originality and thus, their invalidity, Corbis’ litigation posture has changed dramatically. Corbis is no longer

contending that its complaint alleges infringement of compilation copyrights. *See* Corbis' Opposition to Defendants' Emergency Motion for Relief from Order Granting Plaintiff's Application for Temporary Restraining Order and Preliminary Injunction, et al. ([DE 248], p. 14, n.6). Now, Corbis contends that the copyrights claim the individual photographic images themselves. Even based on this new theory, the court still lacks subject matter jurisdiction.²

The Copyright Office public policy statement, Copyright Registration for Works of Visual Arts, Circular 40, Rev. 07/2006, provides three and only three procedures for registering two or more visual works with one application and fee. Corbis' identification of multiple photographers in each registration is the death knell of its claim to assert copyright registration in the individual photographs as a matter of law.

First, Circular 40, Exhibit C, provides that unpublished visual works may be filed as a collection if, among other things, all authors are the same, and if not, that at least one author has contributed to the "copyrightable authorship to each element" of the work. Here, Corbis has not alleged that each photographer has contributed to the copyright authorship of every photograph, and it cannot. Corbis is well aware that each photographer has contributed only to his/her own work.

Second, the Copyright Office created a new procedure on July 17, 2001, effective August 16, 2001, permitting a single registration for a group of published photographs. *See* 66 Fed. Reg. 37142 (2001)³; *See also* 37 C.F.R. §202.3(b)(9). Circular 40 confirms the procedure which

²Of the registrations upon which Corbis has brought suit, the following do not claim rights to anything but a compilation: VA 1-115-519; VAU 524-350; VAU 524-351; VAU 537-691; VAU 546-092; VAU 552-903; VAU 552-907; VAU 562-912. These registrations should therefore be stricken from the complaint.

³"...However, the Office is also mindful that its power to fashion group registrations is limited to cases involving "groups of related works." 17 U.S.C. 408(c)(1). Some of the

requires, among other conditions, that all photographs be taken by the same photographer. Again, the face of the complaint, including the registrations, makes clear that each registration identifies multiple, and in some cases, hundreds, of photographers. Thus, Corbis cannot claim that the registrations protect the group of individual photographs since more than one photographer is identified in each registration.

Third, the Copyright Office permits a group registration for contributions to periodicals. Corbis has not alleged in its complaint any contribution to periodicals.

Accepting Corbis' new position regarding scope and content, the complaint, vis-a-vis the registrations, still does not confer subject matter jurisdiction on the court. The registrations, as a matter of law, are invalid to the extent they seek to protect, as Corbis now alleges, the individual photographic images as a group.

Additionally, Corbis' website, Exhibit D, discloses a scheme created by Corbis by which it seeks to defraud the United States Copyright Office by falsely asserting ownership to the individual images. Corbis' plan is to obtain a "temporary assignment" of the images from the

commenters objecting to this group registration proposal contended that it lacks the type of nexus required by the Copyright Act. See, e.g., MPA/NAA comments at 3. The Office disagrees with that objection, but it recognizes that there must nevertheless be a relationship between all the photographs in a group. The Office believes that limiting the group to photographs (1) taken by the same individual and (2) first published within the same year, satisfies that requirement. This conclusion finds support in the statutory and regulatory requirements for group registration of contributions to periodicals, a form of group registration similar in many respects to the new group registration of photographs. The Copyright Act limits the availability of group registration of contributions to periodicals to a group of works by the same individual author, and the Office's regulations implement this statutory requirement by providing that all the works in the group must be by the same author and that the author of each work must be an individual, and not an employer or other person for whom the work was made for hire. See 17 U.S.C. 408(c)(2); 37 CFR Sec. 202.3(b)(7); see also 17 U.S.C. 408(c)(3). The legislative history of the 1976 Copyright Act also supports such a limitation, noting that group registration may be desirable for "a group of photographs by one photographer." House Report at 154 (emphasis added)."

author/photographers, only to reassign the ownership rights back after the registration issues, just for the benefit of filing one application and paying one filing fee.⁴ Compounding the fraud, is Corbis' willful disobedience of this court's order to produce the alleged "temporary assignment" and any other agreements between it and the photographers.

On July 19, 2006, the parties were heard in open court before Magistrate Judge Turnoff on the Defendants' emergency motion for Corbis to produce documents and things directed to the scope and content of the subject copyright registrations. The court ordered Corbis to produce "the aforementioned documents as expeditiously as possible." [DE 197].⁵ As of the filing of this response, August 7, 2006, Corbis has only produced a copy of the copyright registrations.

Corbis' willful disobedience of the discovery order raises many issues which this court should to consider to determine whether it has subject matter jurisdiction. First, there is a legal issue whether a "temporary assignment" is an assignment at all. Second, since Corbis has not produced the temporary assignment, the court cannot analyze its language to determine if an assignment of individual images was created. In this regard, Corbis only submits a declaration attached to its opposition to the motion for relief [DE 248]. The declaration does not append the agreement itself, but refers only to its title: "Corbis Copyright Registration Program." *See* Weiskopf Dec., ¶5. The title begs the question whether the document is an assignment of any kind. Third, Corbis has failed to produce the agreement that purportedly conveys back, or reassigns, the copyright

⁴Circular 40 requires, as another condition for application, that there be a sole claimant; thus, the temporary assignment scheme.

⁵The aforementioned documents include the copyright registrations, deposit specimens, correspondence between the Copyright Office and Corbis pertaining to the registrations at issue, all agreements between Corbis and the photographers, and the photographic images upon which Corbis brought suit.

registrations to the photographers. The reassignment likely details the intent of the parties regarding this notion of assignment in the first case, which impacts the first and second issues.

A fourth issue involves an uncovered misrepresentation by Corbis. The Defendants identified the subtlety with which Corbis alleged “ownership” of the registrations in the complaint, an allegation on which, presumably, the court relied in granting the PI. Corbis now admits that it does not own the registrations. *See* ([DE 248], pp.14-16). Corbis’ new position is that it is an exclusive licensee of the individual images. Corbis is even willing to amend the complaint to allege its exclusive licensee status. *Id.* at n.8. Yet, Corbis has refused, thus far, to produce expeditiously the exclusive license. Again, Weiskopf only declares the title of the purported license “Photographer Representation Agreement” and provides merely drips and drabs of its content.⁶ If the alleged exclusive license does not convey a right granted under 17 U.S.C. §106, then Corbis cannot maintain this suit and the court would have to dismiss it based upon a lack of jurisdiction. *See Eden Toys, Inc. v. Florelee Undergarment Co., Inc.*, 697 F. 2d 27, 36 (2d Cir. 1982)(the exclusive licensee may only have a right granted under the statute, and may only sue for infringement of that right.). While it is unknown, what, if any, right Corbis has because of its continuing disobedience of the court’s discovery order, certainly the copyright statutes do not provide an exclusive right of “photographer representation.” *See* 17 U.S.C. §106.

Thus, three legal principals must be addressed before the court may consider Corbis’ motion. First, whether Corbis’ copyright registrations are invalid as a matter of law for claiming

⁶While the Weiskopf declaration suggests that language in the Photographer Representation Agreement confirms Corbis’ status as an exclusive licensee, and that the photographers themselves have no right to license their works as well, apparently the declaration is false. The Template Defendants were able to contact one of the photographers in question, who gladly licensed them the right to use his photograph for a website template. *See* Exhibit D1.

compilation protection in unprotectible digital images, *see Feist, Bridgeman, supra*, or invalid for claiming unprotectible group photographic images. Second, whether Corbis committed fraud on the Copyright Office in its application and receipt of the registrations by claiming a right under an assignment agreement that did not exist or did not convey ownership to it, thus invalidating the registrations. *See Urantia Found. v. Maaherra*, 114 F. 3d 955, 963 (9th Cir. 1997). And third, whether Corbis has standing to bring suit as a non-owner of a copyright, and as the alleged holder of a right that does not confer any exclusive right under the copyright statutes. In any case, the court would lack subject matter jurisdiction to rule on the motion if any of the foregoing are established in favor of the Defendants.

COMPLIANCE WITH THE PI BY THE LOGNIKOV DEFENDANTS AND TEMPLATE DEFENDANTS⁷

1. Order to cease and desist copyright infringement

Corbis is substantially correct in its allegation of Paragraph 15 of the complaint as it relates to the Template Defendants. Essentially the business of the Template Defendants is to allow users to locate and download customizable website templates for those who want to create their own website. The advantage of the template use is that it provides users with a product that is substantially lower in cost than one that must be built from scratch. Corbis is absolutely incorrect in its allegation of Paragraph 14 regarding the Lognikov Defendants. Mr. Lognikov is a writer, and does not have a business relationship with the Template Defendants, other than to link his Web Design Library to the Template Defendants website.

A. Paragraphs 1 and 2

⁷The Defendants' response addresses each and every contention raised in the chart submitted by Corbis in its memorandum, pp. 15-19.

Upon receipt and review of the PI, the Template Defendants immediately removed the photographic images by eliminating the link connecting the source of the images, defendant Ultravertex, from the Template Defendants' website, and by otherwise removing any other Corbis image from draft website templates.⁸ In fact, on July 13, 2006, the Defendants informed Corbis that it was Ultravertex, a party unrelated to the Defendants, who provided the images to the Template Defendants. *See Exhibit E.* Corbis does not complain that the Defendants have not complied with this aspect of the PI.⁹

B. Paragraph 3

The Lognikov Defendants and Template Defendants were required to disclose within 12 hours¹⁰ names, to the extent available, of those participating in the copying, distribution, etc. of the Corbis images. On July 13, 2006, the Defendants provided the name of the contact at Ultravertex with his address. The Defendants explained the same day that it was Ultravertex alone who provided the Template Defendants with the Corbis images. The Defendants fully complied with this provision of the PI.

⁸Because the Lognikov Defendants never used the images, there was nothing for them to remove in connection with the cease and desist order.

⁹The declaration of Corbis' counsel, Ms. Pirri, states at Paragraph 27, that "on or about" July 24, 2006 she printed 1 image (of 623 allegedly infringing images) from the Template Defendants' website purportedly showing a Corbis image. Notwithstanding whether that image is protected by any Corbis copyright at issue in this case, or that there is no date on the printing like Ms. Pirri's other exhibits attached to her declaration, or that Ms. Pirri failed to attach the full printout of the web page, attached as Exhibit F is a July 27, 2006 full printout from <http://www.templatemonster.com/flash-templates/8267.html> showing the statement from Ms. Pirri to be incorrect.

¹⁰Corbis was provided information first on July 13, 2006. In a good faith attempt to work with Corbis, more information was provided on July 20, 2006, then again on July 24, 2006, and finally on July 26, 2006.

C. Paragraph 4

The Template Defendants did notify individuals to cease using the Corbis images as required by the PI. Corbis' complaint is that the Defendants never told them. However, the PI does not require that Corbis be advised of compliance. Thus, there can be no violation of this paragraph. The Template Defendants do advise the court though that they did comply with this provision by publishing the attached press release dated July 3, 2006 which included a strong recommendation to "all of [their] clients not to use any images from Ultravertex.com." *See* Exhibit G. Again, contrary to Corbis' complaints, there is no clear and convincing evidence of any violation by the Defendants.

D. Paragraph 5

Corbis alleges that it inquired into whether the Defendants obtained copies of Corbis images from participating third parties (Ultravertex), and Corbis states "the defendants' counsel failed to answer." This is an absolute misrepresentation to the court.

On July 13, 2006, Exhibit E, the Defendants' counsel informed Corbis that it was going to receive the CDs the Template Defendants obtained from Ultravertex. Defendants' counsel asked Corbis' counsel if a copy of the CDs could be made to preserve the evidence for trial. *See* Exhibit E. Corbis' counsel did not respond until August 3, 2006. On August 4, 2006, the parties agreed that the Defendants could have a copy of the discs for evidentiary purposes.

E. Paragraph 8

This is the same complaint that Corbis asserts in Paragraph 5 above, with the exception that here, defendants were required to turn over the CD's obtained. This complaint does not allege any violation by the Defendants.

F. Paragraph 9

Again the Defendants were fully compliant as of July 13, 2006. *See* Exhibit E. They offered to make their only premises available, and asked Corbis to designate an agent and provide a name and a date when Plaintiff wanted to inspect. Corbis did not respond until July 24, 2006 wanting more information, like the address and again, a particular date. The address was provided on July 26, 2006. *See* Exhibit H. The Defendants again asked Corbis to provide dates that were available to it. Corbis has yet to provide any available date. The Defendants continue to stand ready to allow the inspection as soon as Corbis provides an available date. The Lognikov Defendants also provided their address on July 20, 2006. *See* Exhibit I. The Defendants informed Corbis on July 13, 2006 that there were no U.S. facilities, Exhibit E, and again on July 20, 2006 Exhibit I.

2. Order to freeze assets

A. Paragraph 1 (first account)

Corbis' first complaint regarding this paragraph is that the domain name templatemonster.com was transferred from one register to another in Russia. However, Corbis submits no evidence, let alone clear and convincing evidence, that the Defendants had anything to do with the transfer. The Defendants explained to Corbis on July 13, 2006, Exhibit E, that they did not own the domain name, and had no control over its registration. The Defendants did provide to Corbis, also on July 13, 2006, Exhibit E, in good faith, the name and address of the domain name owner.

Corbis' second complaint is that the Template Defendants are in contempt for asking their payment service providers to release funds so that their ongoing business would not be in default. Corbis' motion relies on third party, single, double and triple hearsay, alleged statements

made by Nikolai Riesenkauff. However, Corbis' attachment I2 to the motion, a letter from Mr. Riesenkauff, does not identify any attempt by the Defendants to withdraw funds. Corbis presents no clear and convincing evidence of any attempt to withdraw funds.

Futhermore, the PI contemplates that the Defendants should have funds available to them to meet their everyday, ordinary needs. *See* Paragraph 5. However, when Corbis was asked if certain funds could be released for this purpose, Ms. Pirri stated "we will not waive enforcement of the provision." *See* Exhibit H, ¶1. Accordingly, the Defendants have filed a motion seeking modification of this provision.¹¹ As a result of the intransigence of the Plaintiff and its counsel to permit the Defendants to conduct their ordinary business, the Defendants are suffering immeasurable financial harm, and may go out of business.

B. Paragraph 1 (second account [IT IS FURTHER ORDERED THAT])

This section of the PI requires financial institutions and the like to "hold and retain," "deny access," and "provide to counsel for Corbis" the matters directed therein. There is nothing for Defendants to do regarding this paragraph. However, based upon the complaint of Corbis, and the Defendants' good faith attempt to resolve the issue before Corbis filed the motion, as required by the local rule, the Template Defendants provided names and accounts of payment service providers on July 26, 2006, Exhibit H, which names Corbis already had.

Additionally, it is another falsehood of Ms. Pirri to state that Defendants' counsel

¹¹See composite Exhibit J identifying declarations from business affiliates of the Template Defendants asking that they be paid commissions due, which commissions have nothing to do with Corbis' allegations. *See also* Exhibit K, a letter dated August 1, 2006 from iHostXtremes who provides hosting services to Defendant Mytemplatestorage.com, threatening to discontinue hosting services unless an outstanding payment of \$12,353.27 is made by August 11, 2006.

informed her that Defendants “had no accounts or assets in the United States or abroad.” *See* Pirri aff., ¶9. What Defendants’ counsel told Ms. Pirri, on July 13, 2006, Exhibit E, was that Defendants had no bank accounts in the U.S. or abroad, and that no documents or assets were taken from the U.S. to be repatriated.

3. Order to repatriate assets and documents

A. Paragraphs 1-3

Corbis complains that Defendants have violated this paragraph because “[n]o defendant has provided any of the required account or asset information.” The Defendants informed Corbis on July 13, 2006 that no documents or assets were removed from the United States. Corbis has not provided a scintilla of evidence suggesting that the Defendants removed any asset or document from the U.S. Since nothing was removed, the order to repatriate cannot be violated.¹² However, as stated above, in an abundance of good faith, the Template Defendants did provide names and addresses of its payment service providers. *See* Paragraph 2B above.

B Paragraph 4

Corbis acknowledges that both the Lognikov Defendants and Template Defendants provided the Attachment C, and this was done on July 20, 2006. *See* Exhibit I. Thus, Corbis concedes full compliance with this paragraph regarding the Defendants.

4. Order to commence discovery

Here, both the Lognikov Defendants and Template Defendants timely served this information on Corbis on July 20, 2006, Exhibit I. Corbis complains however that the information

¹²“Repatriate” means “[t]o restore or return to the country of birth, citizenship, or origin. *See* Exhibit L, www.dictionary.com.

is not sufficient because the Lognikov Defendants' statement only pertain to them, and not the Template Defendants as well, and vice versa. This is a petty argument since the information about both Defendants was completely provided.

To reiterate, the Defendants have complied with the terms of the PI. Corbis' assertions to the contrary are without merit. It appears that Corbis' motion is strategic, and meant to prevent Corbis from having to comply with this court's discovery order [DE197]. That order compelled Corbis to produce expeditiously to the Defendants documents and things supporting the scope and content of the copyright registrations and ownership. As of the date of service of this response, Corbis has not complied with the exception of providing copyright registrations already in the possession of the Defendants. Rather, Corbis' pending motion seeks to avoid compliance, by asking the court to bar the Defendants from asking for any discovery. In short, the ulterior motive of Corbis' present motion is to prevent the Defendants from defending the action.

ARGUMENT

As set forth above, the Lognikov Defendants and Template Defendants have complied with the court's PI. The Plaintiff's attempt to lump the Defendants with all defendants is misplaced, and the Defendants respectfully request the court to recognize the distinction between the represented Defendants, and the remainder who may or may not have complied with the PI. *See McGregor v. Chierico, supra.*

Corbis fails to inform the court of its evidentiary burden in connection with its motion. Corbis bears the initial burden, by clear and convincing evidence, that either the Lognikov Defendants or Template Defendants has violated an order of the court. *Id.* at 1383; *Commodity*

Futures Trading Com'n v. Wellington Precious Metals, Inc., 950 F. 2d 1525 (11th Cir.) *cert. denied* *Weiss v. Commodity Futures Trading Com'n*, 506 U.S. 819 (1992). "This clear and convincing proof must also demonstrate that 1) the allegedly violated order was valid and lawful; 2) the order was clear, definite and unambiguous; and 3) the alleged violator had the ability to comply with the order." *Jordan v. Wilson*, 851 F. 2d 1290, 1292 n.2 (11th Cir. 1988)(per curiam).

Corbis attempts to meet its high burden with a declaration from its litigation counsel, attesting to the existence website and press release publications. However, Corbis does not provide any authority that such evidence is probative of contempt.

The Defendants, as above described in detail, address each and every point raised by Corbis. Corbis' main complaint is that the responses are "woefully inadequate." Defendants disagree. Not only have they worked with Corbis, through counsel, to respond to Corbis' concerns, on no less than four different occasions, *see* n. 10, *supra*, but the Defendants have also provided information not required. Specifically, one complaint of Corbis is that the domain name was transferred. The Template Defendants informed Corbis that the domain name was not owned by them, and voluntarily provided the name and address of the owner. Since Corbis has not produced any evidence, let alone clear and convincing evidence, that the Defendants had any right, legal or otherwise, to stop the transfer, that act cannot be held against them.

Another complaint from Corbis is that the Defendants have not complied with the order to repatriate. The Defendants have explained that nothing has been taken to be repatriated. Corbis has presented no evidence that Defendants have taken a single asset or document out of the United States, and thus, there is no violation of the PI. Notwithstanding, Corbis interprets the order to repatriate as a requirement for all defendants to disclose and provide all worldwide assets and

documents to Plaintiff. The Defendants do not read the order so broadly, which order was prepared by Corbis. Thus, there appears to be a dispute regarding interpretation of the order (“the order is not clear, definite and unambiguous”) as it relates to the requirement to repatriate.

Yet another complaint is that Defendants have not provided information from Defendant Artvertex, Inc. Though Defendants informed Corbis that that company was dissolved well before initiation of the action, Corbis has not produced a single document to the contrary in order to meet its burden of proof. However, attached as Exhibit M is a corporate statement showing that that entity is dissolved.

Still yet another complaint is that the Defendants have not provided enough information. The Defendants provided declarations as required, Exhibit I, detailing all the information required.

In short, the Template Defendants, once noticed of Corbis’ claim, immediately disconnected the link they had with Ultravertex who provided the subject images, so as to address Corbis’ primary concern regarding alleged, continued infringement. The Template Defendants have otherwise fully complied with the scope of the order.¹³ So too have the Lognikov Defendants even

¹³Given that the Template Defendants are internet service providers, there is a limitation as to their liability under 17 U.S.C. §512:

(j) Injunctions.— The following rules shall apply in the case of any application for an injunction under section 502 against a service provider that is not subject to monetary remedies under this section:

(1) Scope of relief.—

(A) With respect to conduct other than that which qualifies for the limitation on remedies set forth in subsection (a), the court may grant injunctive relief with respect to a service provider only in one or more of the following forms:

(i) An order restraining the service provider from providing access to infringing material or activity residing at a particular online site on the provider’s system or network.

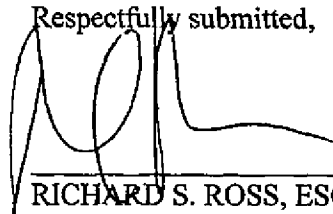
(ii) An order restraining the service provider from providing access to a subscriber or account

though Corbis has not produced a shred of evidence to suggest they ever violated any exclusive right that Corbis might have under 17 U.S.C. §106.¹⁴

CONCLUSION

Corbis complains loudly that all defendants, coming from Russia, are known to be major pirates of their works. Notwithstanding the geo-prejudicial and ethnocentric sentiments of Corbis, including its highly questionable claim of any right to a valid copyright registration, the Defendants have fully complied with the court orders as required. Corbis has failed to meet its burden of proof as to Lognikov Defendants and Template Defendants, and as a result, the motion should be denied.

Respectfully submitted,



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holder of the service provider's system or network who is engaging in infringing activity and is identified in the order, by terminating the accounts of the subscriber or account holder that are specified in the order.

(iii) Such other injunctive relief as the court may consider necessary to prevent or restrain infringement of copyrighted material specified in the order of the court at a particular online location, if such relief is the least burdensome to the service provider among the forms of relief comparably effective for that purpose.

¹⁴Corbis' contention of copyright infringement because defendant Igor Lognikov filed a trademark application misses the mark as a matter of law.

CERTIFICATE OF SERVICE

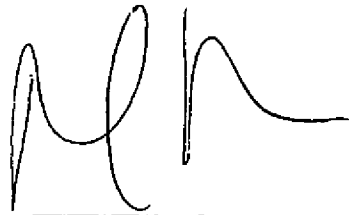
I HEREBY CERTIFY that a true and correct copy of the foregoing was hand delivered to :

Lori Anne Sochin, Esq.
Ronnie Fernandez, Esq.
GREENBERG TRAURIG
1221 Brickell Avenue
Miami, FL 33131

and express mailed to:

Claude M. Stern, Esq.
Laura Pirri, Esq.
QUINN EMANUEL
555 Twin Dolphin Drive
Suite 560
Redwood Shores, CA 94065-2139

this 7th of August, 2006.



Richard S. Ross

EXHIBIT A

corbis

Overview

Press Room

Photographers Partners

Employment

Image search:

IMAGES

Today's professional communicators rely on the power of imagery like never before—to entertain, to inform, and to sell products. And when they're looking for breakthrough visuals to cut through the clutter—visuals with impact that goes beyond words—they turn to Corbis.



PHOTOGRAPHY

The Corbis collection of more than 70 million images is constantly evolving as we anticipate the latest creative and cultural trends. Every day, we add new images from the world-renowned photographers we represent as well as from our partnerships with image providers and media companies.

[Types of Photography](#)



MOTION

The Corbis collection contains contemporary and archival footage for use in film, television, corporate communications, and advertising. Includes footage from Paramount Studios, Oxford Scientific Films, Universal Newsreel, and the U.S. Soccer Federation.



ART & ILLUSTRATION

Included in the Corbis offering are images of the world's greatest artistic achievements—from paintings by Andy Warhol to sculpture by Michelangelo—as well as conceptual work by contemporary artists and illustrators. Includes imagery from the Andy Warhol Foundation, Christie's Images, and the National Gallery, London.

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EXHIBIT B



Overview

Press Room

Photographers Partners

Employment

[image search](#)

CORBIS ON COPYRIGHT

[Home](#) | [U.S. Copyright Law Explained](#) | [Corbis Copyright Registration Program](#)
| [FAQ](#)

U.S. COPYRIGHT LAW EXPLAINED

The Need for Better Protection of Digital Images

U.S. copyright law requires you to register the copyright in your photographs before you can sue an offender. If the copyright has not been registered before the infringement happens, you must prove the actual damages and you cannot recover statutory damages, punitive damages or attorney's fees. Without the ability to recover these costs or obtain punitive damages, the cost of bringing a suit could easily outweigh any financial recovery from the offender. It is critical that you register your photographs to effectively protect your copyright.

The reality is that most photographers simply do not register their work. Consequently, an agency must take some action if they wish to protect the pictures they distribute. Before the Internet, offenders usually copied images from marketing catalogs, so agencies began registering copyright in their catalogs as a means of protecting the images. This form of copyright, known as a "compilation copyright," protects the arrangement of material in the catalog (plus any original material that the agency created and included in the catalog). However, it may not separately protect each underlying image, and has proved to be a weak method of protection. In many cases where photographers have relied upon a "compilation copyright" to sue an offender, courts have dismissed the suit, ruling that the compilation copyright did not protect the individual image. (See *Morris v. Business Concepts, Inc.*, where the court recently dismissed a lawsuit filed by a photographer who tried to rely upon a compilation copyright).

New Technology and Law Provide Increased Protection

Technology allows a digital image file to contain many elements, each of which can provide a basis for legal protection. When a photograph is scanned and converted into a digital file, that file can contain the raw scan of the photograph (your intellectual property) as well as any software or embedded information used to digitally track, protect, and manage the digital file (our intellectual property).

Under the law each of these elements can be protected as a separate copyright, or the combination of these elements can be protected as a compilation, providing another blanket of protection. Unlike the "compilation copyright" used to protect catalogs, the bundling of these elements in a single

digital file provides a better means of protection since someone stealing a digital file necessarily steals the included elements as well.

The Digital Millennium Copyright Act (DMCA) which went into effect in 1999, provides yet another way to help photographers and agencies protect against infringement. The DMCA was adopted to help protect material distributed in digital form. Under the DMCA, it is a separate act of infringement to remove, alter, tamper with or reverse-engineer any copyright protection mechanism or management information. In order to take advantage of this law, however, the DMCA is not clear on whether the copyright protection and management information must also be registered. Consequently, photographers and agencies should register this material in compilation form, covering both bases to ensure their rights under this new law

The more legal weapons an agency has to go after copyright offenders, the better its chances to settle or win a claim and obtain adequate damages on behalf of its photographers. If the agency registers these elements, it can claim an additional act of infringement—and additional damages. The deterrent and punitive power of this additional protection is a tremendous legal benefit to you, and under Corbis' Copyright Registration Program, costs you nothing.

Regardless of these additional protections against infringement, photographers are always encouraged to register copyright in their images to obtain the best possible legal protection.

We will defend you against model-release lawsuits if you use our model release.

So... Who Owns What?

Photographers become understandably concerned when their pictures are scanned and combined with these other elements to create a digital file. Some fear that a digital copy of a photograph may yield a separate copyright, and that agencies claiming ownership of a "digital copyright" are, in effect, claiming ownership of the photograph in digital form. This is not true. There is only one copyright in a photograph and the photographer owns it regardless of its format (analog or digital). There is no additional or derivative "digital copyright" created simply by scanning a photograph into digital form, and no one who scans these photographs obtains any additional rights in the digital form of the photograph. (See *Bridgeman v. Corel*)

How does the "compilation copyright" covering the agency-added digital elements impact the photographer's copyright in their photographs? It has no impact. It only protects the elements contributed by the agency, and does not give the agency any rights to the photograph—just as a copyright in a catalog compilation does not give any rights to the catalog owner. No one can use a "compilation copyright" to obtain any rights to use the underlying photograph.

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EXHIBIT C

Copyright

United States Copyright Office

Copyright Registration for Works of the Visual Arts

General Information

Copyright is a form of protection provided by the laws of the United States to the authors of "original works of authorship," including "pictorial, graphic, and sculptural works." The owner of copyright in a work has the exclusive right to make copies, to prepare derivative works, to sell or distribute copies, and to display the work publicly. Anyone else wishing to use the work in these ways must have the permission of the author or someone who has derived rights through the author.

Copyright Protection Is Automatic

Under the present copyright law, which became effective January 1, 1978, a work is automatically protected by copyright when it is created. A work is created when it is "fixed" in a copy or phonorecord for the first time. Neither registration in the Copyright Office nor publication is required for copyright protection under the present law.

Advantages to Copyright Registration

There are, however, certain advantages to registration, including the establishment of a public record of the copyright claim. Copyright registration must generally be made before an infringement suit may be brought. Timely registration may also provide a broader range of remedies in an infringement suit.

Copyright Notice

Before March 1, 1989, the use of a copyright notice was mandatory on all published works, and any work first published before that date should have carried a notice. For works first published on or after March 1, 1989, use of the copyright notice is optional. For more information about copyright notice, request Circular 3, *Copyright Notice*.

2 • Copyright Registration for Works of the Visual Arts

Publication

The copyright law defines "publication" as the distribution of copies of a work to the public by sale or other transfer of ownership or by rental, lease, or lending. Offering to distribute copies to a group of persons for purposes of further distribution or public display also constitutes publication.

A public display does not of itself constitute publication.

A work of art that exists in only one copy, such as a painting or statue, is not regarded as published when the single existing copy is sold or offered for sale in the traditional way, for example, through an art dealer, gallery, or auction house. A statue erected in a public place is not necessarily published.

When the work is reproduced in multiple copies, such as reproductions of a painting or castings of a statue, the work is published when the reproductions are publicly distributed or offered to a group for further distribution or public display.

Publication is an important concept in copyright because, among other reasons, whether a work is published or not may affect the number of copies and the type of material that must be deposited when registering the work. In addition, some works published in the United States become subject to mandatory deposit in the Library of Congress. These requirements are explained elsewhere in this circular.

Works of the Visual Arts

Copyright protects original "pictorial, graphic, and sculptural works," which include two-dimensional and three-dimensional works of fine, graphic, and applied art. The following is a list of examples of such works:¹

- Advertisements, commercial prints, labels
- Artificial flowers and plants
- Artwork applied to clothing or to other useful articles
- Bumper stickers, decals, stickers
- Cartographic works, such as maps, globes, relief models
- Cartoons, comic strips
- Collages
- Dolls, toys
- Drawings, paintings, murals
- Enamel works
- Fabric, floor, and wallcovering designs
- Games, puzzles
- Greeting cards, postcards, stationery
- Holograms, computer and laser artwork
- Jewelry designs

- Models
- Mosaics
- Needlework and craft kits
- Original prints, such as engravings, etchings, serigraphs, silk screen prints, woodblock prints
- Patterns for sewing, knitting, crochet, needlework
- Photographs, photomontages
- Posters
- Record jacket artwork or photography
- Relief and intaglio prints
- Reproductions, such as lithographs, collotypes
- Sculpture, such as carvings, ceramics, figurines, maquettes, molds, relief sculptures
- Stained glass designs
- Stencils, cut-outs
- Technical drawings, architectural drawings or plans, blueprints, diagrams, mechanical drawings
- Weaving designs, lace designs, tapestries

Copyright protection for an original work of authorship does not extend to the following:

- Ideas, concepts, discoveries, principles
- Formulas, processes, systems, methods, procedures
- Words and short phrases, such as names, titles, and slogans
- Familiar symbols or designs
- Mere variations of typographic ornamentation, lettering, or coloring

Useful Articles

A "useful article" is an article having an intrinsic utilitarian function that is not merely to portray the appearance of the article or to convey information. Examples are clothing, furniture, machinery, dinnerware, and lighting fixtures. An article that is normally part of a useful article may itself be a useful article, for example, an ornamental wheel cover on a vehicle.

Copyright does not protect the mechanical or utilitarian aspects of such works of craftsmanship. It may, however, protect any pictorial, graphic, or sculptural authorship that can be identified separately from the utilitarian aspects of an object. Thus, a useful article may have both copyrightable and uncopyrightable features. For example, a carving on the back of a chair or a floral relief design on silver flatware could be protected by copyright, but the design of the chair or flatware itself could not.

Some designs of useful articles may qualify for protection under the federal patent law. For further information, contact the Patent and Trademark Office at *Commissioner of Patents & Trademarks, US Patent & Trademark Office, PO Box 1450, Alexandria, VA 22313-1450* or via the Internet at www.uspto.gov. The telephone number is (800) 786-9199 and the TTY number is (571) 272-9950. The automated information line is (571) 272-1000.

Copyright in a work that portrays a useful article extends only to the artistic expression of the author of the pictorial, graphic, or sculptural work. It does not extend to the design of the article that is portrayed. For example, a drawing or photograph of an automobile or a dress design may be copyrighted, but that does not give the artist or photographer the exclusive right to make automobiles or dresses of the same design.

Registration Procedures

If you choose to register a claim in your work, package together the following materials in the same envelope:

- 1 A properly completed application form
- 2 A nonreturnable deposit of the work to be registered, and
- 3 A nonrefundable filing fee* in the form of a check or money order payable to the *Register of Copyrights* with each application

***NOTE:** Copyright Office fees are subject to change.

For current fees, please check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.

Send the items to:

*Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000*

Application Form

Form VA is the appropriate form for registration of a work of the visual arts. The form should be completed legibly with black ink or type. Do not use pencil or send a carbon copy. All pertinent information should be given on the basic application form.

If you photocopy our forms, be sure that they are legible and printed head-to-head so that when you turn the sheet over, the top of page 2 is directly behind the top of page 1. Do not send two-page photocopies. The application must bear

an original signature in ink. A continuation sheet supplied by the Copyright Office should be used only when all necessary information cannot be recorded on the basic form. No other attachments will be accepted. For information on ordering application forms and circulars, see "For Further Information" on page 6 of this circular.

Deposit Requirements

Circular 40A, *Deposit Requirements for Registration of Claims to Copyright in Visual Arts Material*, provides a basic guide about material that should be sent when registering a claim. Circular 40A also defines basic terms such as "complete copy," "best edition," and "identifying material." The following is a general outline of the deposit requirements:

Two-Dimensional Works

If unpublished, send one complete copy or identifying material.

If first published in the United States *on or after January 1, 1978*, generally send two complete copies of the best edition.

If first published in the United States *before January 1, 1978*, send two complete copies of the best edition as first published. Where identifying material is permitted or required, the identifying material must represent the work as first published.

If first published outside the United States *before March 1, 1989*, send one complete copy of the work as first published. Where identifying material is permitted or required, the identifying material must represent the work as first published.

If first published outside the United States *after March 1, 1989*, send one complete copy of either the first published edition or the best edition of the work.

Three-Dimensional Works and Two-Dimensional Works Applied to Three-Dimensional Objects

For published and unpublished works, send identifying material, such as photographs. *Do not* send the three-dimensional work.

Special Provisions

For some works first published in the United States, only *one* copy is required instead of two. These include:

- Greeting cards, picture postcards, stationery, business cards
- Games
- Pictorial matter or text on a box or container (where the contents of the container are not claimed)

- Contributions to collective works. The deposit may be either one complete copy of the best edition of the entire collective work, the complete section containing the contribution, the contribution cut from the collective work in which it appeared, or a photocopy of the contribution itself as it was published in the collective work.

For some works, identifying material is permitted, not required. For example, either identifying material or actual copies may be deposited for some unpublished works and for limited editions of posters or prints with certain qualifying conditions.

For all works that exceed 96 inches in any dimension, identifying material is required.

For additional information on what is permitted or required for registration of certain kinds of visual arts works, see the *Code of Federal Regulations*, sections 202.19, 20, and 21, which contains the deposit regulations of the Copyright Office (www.copyright.gov/title37/202/index.html).

Deposits cannot be returned.

Registration for Two or More Works with One Application and Fee

Two or more individual works may be registered with one application and fee as follows:

Unpublished Works

A group of unpublished works may be registered as a collection if *all* the following conditions are met.

- The elements of the collection are assembled in an orderly form.
- The combined elements bear a single title identifying the collection as a whole.
- The copyright claimant or claimants for each element in the collection are the same.
- All the elements are by the same author, or if they are by different authors, at least one author has contributed copyrightable authorship to each element.

NOTE: Works registered as an unpublished collection will be listed in the records of the Copyright Office only under the collection title.

Published Works

All copyrightable elements that are included in a single unit of publication and in which the copyright claimant is the same may be considered a single work for registration

purposes. An example is a game consisting of playing pieces, a game board, and game instructions.

Group Registration of Published Photographs

A single registration for a group of published photographs can be made if:

- All the photographs were taken by the same photographer, regardless of whether the author is an individual or an employer for hire.
- All the photographs were first published in the same calendar year.
- All the photographs have the same copyright claimant(s).

Group Registration of Contributions to Periodicals

A single registration may be made for a group of contributions to periodicals if *all* the following conditions are met.

- All the works have the same copyright claimant.
- All the works are by the same author.
- The author of each work is an individual, not an employer or other person for whom the work was made for hire.
- Each work was first published as a contribution to a periodical (including newspapers) within a 12-month period.
- The application identifies each contribution separately, including the periodical containing it and the date of its first publication.

In addition to the above conditions, if first published before March 1, 1989, a contribution as first published must have borne a separate copyright notice, and the name of the owner of copyright in the work (or an abbreviation or alternative designation of the owner) must have been the same in each notice.

Such contributions are registered on Form VA accompanied by Form GR/CP (group registration of contributions to periodicals). Examples of works eligible for such a group registration include cartoon strips, newspaper columns, horoscopes, photographs, drawings, and illustrations.

No Blanket Protection

Registration covers only the particular work deposited for the registration. It does not give any sort of "blanket" protection to other works in the same series. For example, registration of a single cartoon or comic strip drawing does not cover any earlier or later drawings. Each copyrightable version or issue must be registered to gain the advantages of registration for the new material it contains. However, under the conditions described above under "Published Works" and "Group Regis-

5 · Copyright Registration for Works of the Visual Arts

tration of Contributions to Periodicals," certain group registrations may be made with one application and fee.

Mandatory Deposit for Works Published in the United States

Although a copyright registration is not required, the 1976 Copyright Act establishes a mandatory deposit requirement for works published in the United States. In general, the owner of copyright or the owner of the exclusive right of publication in the work has a legal obligation to deposit in the Copyright Office within 3 months of publication in the United States two complete copies or phonorecords of the best edition. It is the responsibility of the owner of copyright or the owner of the right of first publication in the work to fulfill this mandatory deposit requirement. Failure to make the deposit can result in fines and other penalties but does not affect copyright protection.

Some categories of pictorial, graphic, and sculptural works are exempt from this requirement, and the obligation is reduced for other categories. The following works are exempt from the mandatory deposit requirement:

- Scientific and technical drawings and models
- Greeting cards, picture postcards, and stationery
- Three dimensional sculptural works, except for globes, relief models, and similar cartographic works
- Works published only as reproduced in or on jewelry, toys, games, textiles, packaging material, and any useful article
- Advertising material published in connection with articles of merchandise, works of authorship, or services
- Works first published as individual contributions to collective works (but not the collective work as a whole)
- Works first published outside the United States and later published without change in the United States, under certain conditions (see CFR 202.19, 20, and 21 at www.copyright.gov/title37/202/index.html)

Copies deposited for the Library of Congress under the mandatory deposit provision may also be used to register the claim to copyright but only if they are accompanied by the prescribed application and fee for registration. For further information about mandatory deposit, request Circular 77, *Mandatory Deposit of Copies or Phonorecords for the Library of Congress*.

Effective Date of Registration

A copyright registration is effective on the date the Copyright Office receives all the required elements in acceptable form, regardless of how long it then takes to process the application and mail the certificate of registration. The time the Copyright Office requires to process an application varies, depending on the amount of material the Office is receiving.

If you apply for copyright registration, you will not receive an acknowledgment that your application has been received (the Office receives more than 600,000 applications annually), but you can expect

- A letter or a telephone call from a Copyright Office staff member if further information is needed or
- A certificate of registration indicating that the work has been registered, or if the application cannot be accepted, a letter explaining why it has been rejected.

If you want to know the date that the Copyright Office receives your material, send it by registered or certified mail and request a return receipt.

Moral Rights for Visual Artists

For certain one-of-a-kind visual art and numbered limited editions of 200 or fewer copies, authors are accorded rights of attribution and integrity. The right of attribution ensures that artists are correctly identified with the works of art they create and that they are not identified with works created by others. The right of integrity allows artists to protect their works against modifications and destructions that are prejudicial to the artists' honor or reputation. These rights may not be transferred by the author, but they may be waived in a written instrument. Transfer of the physical copy of a work of visual art or of the copyright does not affect the moral rights accorded to the author.

For works of visual art incorporated in a building, special rules apply. If the owner of a building desires to remove such a work from the building and removal is possible without destruction, the owner is required to accord the author the opportunity to make the removal himself. A registry is established within the Copyright Office to record information relevant to this obligation. Both owners of buildings and authors of visual art incorporated in buildings may record statements in the registry. For further information, see Visual Arts Registry, (37 CFR 201.25) at www.copyright.gov/title37/201/37cfr201-25.html.

For Further Information

Information via the Internet

Circulars, announcements, regulations, other related materials, and all copyright application forms are available from the Copyright Office website at www.copyright.gov.

Information by telephone

For general information about copyright, call the Copyright Public Information Office at (202) 707-3000. The TTY number is (202) 707-6737. Staff members are on duty from 8:30 AM to 5:00 PM, eastern time, Monday through Friday, except federal holidays. Recorded information is available 24 hours a day. Or, if you know which application forms and circulars you want, request them 24 hours a day from the Forms and Publications Hotline at (202) 707-9100. Leave a recorded message.

Information by regular mail

Write to:

*Library of Congress
Copyright Office
Publications Section
101 Independence Avenue SE
Washington, DC 20559-6000*

Endnote

1. Copyright protection extends to the design of a building created for the use of human beings. Architectural works created on or after December 1, 1990, or that on December 1, 1990, were either unconstructed or embodied only in unpublished plans or drawings are eligible. For registration of architectural works, use Form VA. Request Circular 41, *Copyright Claims in Architectural Works*, for more information.

EXHIBIT D



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Overview

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Photographers Partners

Employment

CORBIS ON COPYRIGHT

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[FAQ](#)

THE CORBIS COPYRIGHT REGISTRATION PROGRAM

The Least We Can Do—"Compilation" of Pictures

Corbis recognizes the increased risk of theft posed by the distribution of digital images across the Internet. This is why we help our photographers register their unpublished images—and encourage them to register their previously published images. However, we also recognize that most photographers (especially editorial and news photographers) do not register their copyright in their prior published images. Without some degree of protection, they and their agency would be unable to use the tools provided by copyright law to enforce photographers' rights and recover the maximum amount of damages—or, more often, to obtain an early settlement of any unauthorized use claims more quickly and proactively. NOTE: The Corbis Copyright Registration Program is optional. Any photographer can choose to register images separately on his/her own behalf. We encourage you to make sure your images are registered, using whatever method you choose

At Corbis, we looked at every available legal tool that would help us pursue offenders. Agencies have historically claimed copyright for their catalogs and online databases under a "compilation copyright." Corbis can register this compilation in bulk format and simultaneously register the copyright for our photographers in their unpublished images (which we assign back to the photographer). The result is at least one layer of protection for previously published images and at least two layers of protection for unpublished images—a tremendous legal benefit to photographers at our effort and expense

For years, photographers and agencies asked the Copyright Office to adopt registration policies that allowed for the easy, inexpensive registration of photography. Working closely with PACA we succeeded in formulating a policy that would allow us to register unpublished photographs in bulk on behalf of our photographers. But there was a catch—the Copyright Office required that although our bulk registration could cover several photographs from many photographers, only one party could be listed as the claimant. (For more detail, read the Copyright Office Circular at <http://www.loc.gov/copyright/fls/fl107.pdf>)

In order to satisfy the Copyright Office requirement of having only one claimant, Corbis was required to have each photographer temporarily assign his/her copyright to Corbis. Once the registration is complete, Corbis assigns back to each photographer his or her respective copyright interest. The benefit is that Corbis can help photographers obtain copyright protection—at our effort and expense—by acting as their agent for purposes of registration. This is the practice that we have successfully followed for a number of years, helping photographers register hundreds of thousands of their photographs.

Just For Good Measure—"Compilation" of Digital Elements

To add another layer of protection against infringements Corbis also registers a different kind of "compilation copyright," one that covers the distinct elements in a digital file. (This is different than the "compilation" above, which refers to a collection of images, not elements). This registration of elements in a digital file provides better protection for each image, since each image contains some degree of these elements. Remember, someone stealing a digital file is also stealing the included elements, so this method of registration turns that single theft into at least two separate infringements.

Corbis only claims authorship for the elements we contribute, and lists the photographers as separate authors for the photographs that we register on their behalf. However, because there can be only one claimant for bulk registrations, Corbis must still obtain a temporary assignment from photographers for the underlying photographs. Again, once the registration is issued, Corbis assigns copyright ownership of the photograph back to the photographer, retaining ownership only for the compilation that covers the Corbis elements

Also, our compilation copyright can only cover the elements of a digital file that Corbis contributes. It cannot give Corbis any rights to the underlying image, nor any derivative rights to use a digital file containing that image. It can only be used to protect against infringement of these elements and to provide Corbis and its photographers with a second layer of protection with which to pursue offender, preserving the ability to recover additional damages and attorneys fees.

Our contract makes clear that we will destroy our digital file of your image upon termination of your agreement. It also clarifies that we share with photographers all recovery resulting from such theft, whether the recovery is based on the photographer's copyright or includes infringement of the compilation copyright.

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EXHIBIT D1

FROM : KEN REDDING PHOTOGRAPHY

FAX NO. : 9702555332

Aug. 03 2006 02:47PM P1

Ken Redding Photography
<http://www.kredding.com>

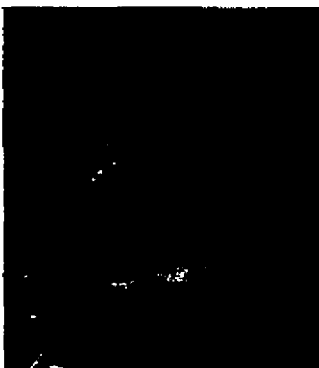
Invoice

DATE: 08/04/2006

Client:
Templemonster.com

For:
Usage of the photo in brochure template and
website template of travel agency.

Please initial the following sections which detail the license of the usage of photo between Ken Redding and Templemonster.com and sign the invoice at the bottom of this page.

Signature	The photo of skateboarder in the air (see the preview below).
	A. Usage in brochure template 250 USD.
	B. Usage in website template 200 USD
	Total: 450 USD
	Payment terms: Check sent by Fedex -
	Preview of the photo:
	

send check to:

*Ken Redding Photo
988 Pri's cilla's Way
Grand Junction, Co. 81505*

ACCEPTANCE OF AGREEMENT:

I certify that I am the create and copyright owner of the photo I am selling with this invoice.

Seller's signature

Date

8/3/06

*I will scan this image
a.s.a.p - let me know size
(i.e. = 8x10" @ 300 dpi) - or whatever*



EXHIBIT E

Subject: Re: Court Order Requiring Scheduling Report and Certificates of Interested Parties
From: Richard Ross <prodp@ix.netcom.com>
Date: Thu, 13 Jul 2006 17:25:31 -0400
To: Laura Pirri <laurapirri@quinnemanuel.com>
BCC: David Braun <david.braun@gmail.com>, Igor Lognikov <inbox2004@gmail.com>

Ms. Pirri:

We will be out of town from July 29, 2006 to August 7, 2006. Given the court's order to file the joint scheduling report by August 2, 2006, we recommend an earlier meeting. Please advise.

Further, in compliance with the PI, we provide the following information, conditioned in that we were retained formally on July 11, 2006. Our clients are foreign citizens residing in the former Soviet Republic. We are having communication difficulties, but, in good faith, provide what we reasonably believe to be fully compliant with the presently:

Page 3, paragraph 3: Dmitry Tsurkan of Ultravertex, 48 Bandary Street, App. 9, Striy, Lviv Region, Ukraine 82400;

Page 4, paragraph 8: I expect to receive this Tuesday, by DHL courier, CDs the Template Defendants received from Ultravertex. We would like to stipulate with you that we can make a copy to preserve for evidence at trial, and forward the originals to you. Please advise.

Page 4, paragraph 9: An agent of Corbis will be granted access to the facility of the Template Defendants. The facility, however, is located in Russia. Please advise the name of the agent and when you want to inspect.

Page 5, paragraph 1: The domain name www.templatemonster.com was transferred by its owner, a non party. Our clients have no control over the owner. The owner's information is Dmitry Zolotarev, 52/3 Shapiro Street, Ashkelon, Israel. The funds transfer was made in the ordinary course of business, to pay ordinary and typical expenses such as hosting and support for the regular business operations, and meets the spirit of page 6, paragraph 5.

Page 7, paragraph 3: There are no bank accounts abroad or in the US.

Page 7, paragraph 1: No documents or assets have been taken out of the US, thus there is nothing to repatriate.

Further, we have been made aware that all photographic images supplied to the Template Defendants have been removed from the website in that all links to Ultravertex have been removed. The Template Defendants posted a notice to any user of the Ultravertex images of the same. No records have been destroyed or will be.

You also need to be made aware that the Template Defendants are wholly distinct from Ultravertex, and Mr. Lognikov has no business involvement with either the Template Defendants or Ultravertex. We are aware of no allegation which supports any violation of your client's copyrights, to the extent they are valid, with regard to Mr. Lognikov, Artvertex, Inc. or the Web Design Library, and ask for proof thereof, or dismissal of those defendants.

We await your further comments.

Sincerely,
RICHARD S. ROSS, ESQ.

Atrium Centre
4801 S. University Drive
Suite 237
Ft. Lauderdale, Florida 33328
tel 954/252-9110
fax 954/252-9192

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To the extent that this e-mail communication and the attachment(s) hereto, if any, may contain written advice concerning or relating to a Federal (U.S.) tax issue, United States Treasury Department Regulations (Circular 230) require that we (and we do hereby) advise and disclose to you that, unless we expressly state otherwise in writing, such tax advice is not written or intended to be used, and cannot be used by you (the addressee), or other person(s), for purposes of (1) avoiding penalties imposed under the United States Internal Revenue Code or (2) promoting, marketing or recommending to any other person(s) the (or any of the) transaction(s) or matter(s) addressed, discussed or referenced herein for IRS audit, tax dispute or other purposes.

Laura Pirri wrote:

Mr. Ross,

Please see the attached Order Requiring Scheduling Report and Certificates of Interested Parties.

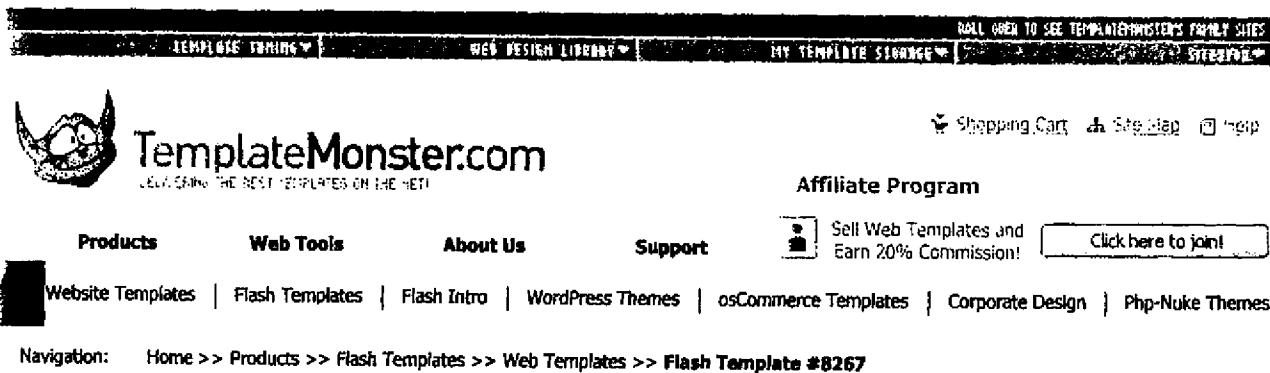
We are available to meet and confer pursuant to Local Rule 16.1.B any time on Tuesday July 25 or between 9 a.m. and 11 a.m. PDT (12 p.m. and 2 p.m. EDT) on Thursday July 27. Please advise which of those days and times works for you.

Although I am sure that you are familiar with them, you may find the Court's Local Rules at <http://www.flsd.uscourts.gov/>.

Thank you.

Laura C. Pirri
Quinn Emanuel Urquhart Oliver & Hedges, LLP
555 Twin Dolphin Drive, Suite 560
Redwood Shores, CA 94065
Direct: (650) 801-5011
Main Phone: (650) 801-5000
Main Fax: (650) 801-5100
E-mail: laurapirri@quinnemanuel.com
Web: www.quinnemanuel.com

EXHIBIT F



Flash Template #8267



Replay Animation

ADOBE PHOTOSHOP HOMEPAGE SCREENSHOT

TEMPLATE INFORMATION



HTML HOMEPAGE SCREENSHOT



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EXHIBIT G



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Welcome to Template Monster Press Room

Template Monster Breaks off the Agreement with Ultravertex.com

Template Monster is disappointed with Ultravertex.com's unethical business practices and severs the agreement with this company.

Brooklyn, N.Y., July 03, 2006 Template Monster, the largest website template provider on the Web, breaks off the agreement with Ultravertex.com, Images provider.

The agreement between Template Monster and Ultravertex.com lasted for several years. The subject of the agreement was Template Monster's purchase of an exclusive license for website templates providers. According to this license Template Monster was able to grant to all of their clients a free account on Ultravertex.com. Template Monster states that the purchase of this license from Ultravertex.com was very expensive, but that Template Monster was able to offer the free accounts with the image provider to give an excellent bonus for Template Monster clients.

Recently Template Monster was informed that Ultravertex.com hasn't responded to Template Monster clients' complaints. Template Monster clients report that they have received allegations that some of the images sold by Ultravertex.com are not owned or licensed by ultravertex.com. Template Monster did its own investigation and found that Ultravertex.com was indeed not responding to many requests, nor would Ultravertex.com respond to Template Monster's questions as to the exact ownership of its images or its lack of responses to Template Monster's clients recently. Template Monster states that it cares about its clients and the investigation will continue for that reason. The results of the investigation thus far have shown that some of the images Ultravertex.com sells apparently do not belong to them, so their selling of the images has raised disputes. If Template Monster receives further information about Ultravertex.com, from the company or other reputable sources, Template Monster will print the information for its clients. Because Ultravertex.com has become unreliable and is unwilling to answer Template Monster's questions, Template Monster made the decision to break off the agreement. At this point in time Template Monster sees no other way to solve these issues but by going to court.

"We are extremely upset with this situation," says David Braun, CEO of Template Monster. "The free account with the image provider was a great bonus for our clients. Unfortunately, we have no other choice but to break off this agreement in order not to mislead our clients. We are very sorry about the situation but we do promise to provide a similar bonus for all of our clients as soon as possible."

Currently Template Monster has removed all the links to Ultravertex.com from its website. And Template Monster strongly recommends to all of its clients not to use any images from Ultravertex.com.

About TemplateMonster.com

TemplateMonster.com - is a first-rate E-commerce company. Template Monster was started in 2002 as a project of Artvortex, Inc. (in no way affiliated with or ever connected to Ultravertex.com). Template Monster was the first company to offer high-quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

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EXHIBIT H

Subject: Re: Provisions of TRO and PI With Which Defendants Have Not Complied

From: Richard Ross <prodp@ix.netcom.com>

Date: Wed, 26 Jul 2006 15:24:09 -0400

To: Laura Pirri <laurapirri@quinnemanuel.com>

Laura,

Pursuant to our conference two days ago on July 24, 2006 re: L.R. 7.1.A.3 in connection with your statement that you will be filing a motion for contempt against our clients, we provide the following response. However, we see that you already filed the motion. Nonetheless, here is our response.

Sincerely,

RICHARD S. ROSS, ESQ.

Atrium Centre

4801 S. University Drive

Suite 237 (**NEW SUITE NUMBER**)

Ft. Lauderdale, Florida 33328

tel 954/252-9110

fax 954/252-9192

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To the extent that this e-mail communication and the attachment(s) hereto, if any, may contain written advice concerning or relating to a Federal (U.S.) tax issue, United States Treasury Department Regulations (Circular 230) require that we (and we do hereby) advise and disclose to you that, unless we expressly state otherwise in writing, such tax advice is not written or intended to be used, and cannot be used by you (the addressee), or other person(s), for purposes of (1) avoiding penalties imposed under the United States Internal Revenue Code or (2) promoting, marketing or recommending to any other person(s) the (or any of the) transaction(s) or matter(s) addressed, discussed or referenced herein for IRS audit, tax dispute or other purposes.

Laura Pirri wrote:

<Richard:

Pursuant to our discussion today, the defendants still have not complied with the following eleven provisions of the Temporary Restraining Order and Preliminary Injunction, all of which were identified previously in Claude's July 12 email. Please remedy these violations immediately. As we mentioned today, we have not received anything from you since your July 13 email, which as Claude stated was woefully incomplete, failing to address most of the eleven provisions identified in this email. We are preparing and will be filing a contempt motion for these violations.

(1) Preliminary Injunction ("PI") and Temporary Restraining Order ("TRO"), pp. 5-6, ¶ 1: The

defendants and their agents were enjoined from transferring, spending, withdrawing, or otherwise disposing of funds, personal property, and other assets, including, assets held by or for a defendant at a payment service provider. "Asset" is defined to include intangible personal property, accounts, credits, and all cash, wherever located

The defendants are violating this provision by demanding withdrawal of funds from their online payment service provider accounts and threatening legal action if those funds are not released. The accounts are subject to the asset freeze provisions of the PI, and we will not waive enforcement of the provisions.

◇

SINCE THE ACCOUNTS ARE FROZEN, DEFENDANTS CANNOT WITHDRAW ANY FUNDS. FURTHER, CORBIS IS VIOLATING THE SPIRIT AND SCOPE PER P. 6, PARAGRAPH 5 BY NOT LETTING THE DEFENDANTS HAVE FUNDS TO OPERATE THEIR BUSINESSES IN THE ORDINARY COURSE AND THAT HAVE NOTHING TO DO WITH THIS CASE. WE ASKED YOU TO PERMIT THEM ACCESS TO THE FUNDS AND YOU REFUSED. OUR PENDING MOTION TO MODIFY THE PI WILL ADDRESS THIS MATTER.

◇The defendants have violated this provision by transferring the domain name <templatemonster.com> out of the country to a domain name registrar in Russia. Please immediately return <templatemonster.com> to the registrar GoDaddy.com, Inc. in Arizona.

WE PREVIOUSLY ADVISED YOU ON JULY 13 THAT THE DEFENDANTS DO NOT OWN THE DOMAIN NAME AND DO NOT CONTROL ITS REGISTRATION. THE OWNER'S NAME HAS BEEN PROVIDED TO YOU.

◇

(2) TRO and PI, pp. 6-7, ¶ 1: The defendants were ordered to provide to counsel for Corbis certain account and asset information within three business days of service of the TRO and PI.

No defendant has provided any of the required account or asset information. It is clear that the defendants have accounts and assets in the United States or abroad. Please provide this information immediately.

THE PI PROVIDES AT PP. 6-7 THAT FINANCIAL INSTITUTIONS AND THE LIKE SHALL GIVE ACCOUNT INFORMATION. ALL THAT DEFENDANTS WERE REQUIRED TO DO WAS TO PROVIDE YOU WITH THE SIGNED ATTACHMENT C TO ENABLE YOU TO OBTAIN THE FINANCIAL INFORMATION YOU SEEK.

◇

(3) PI, p. 10: The defendants were ordered to inform Corbis, in writing and under oath, of the names and contact information of the officers and shareholders of each defendant entity. This was required ten days after service of the PI.

The defendants have failed to provide any of the required contact information. Please provide this information immediately.

THIS INFORMATION WAS PROVIDED ON JULY 13, AND SUPPLEMENTED ON JULY 20
(WHICH WAS ALSO FAXED TO YOU ON JULY 24, 2006)

◇

(4) TRO and PI, p. 8, ¶ 4: The defendants were ordered to sign and deliver to Corbis's counsel the Consent to Release of Financial Records which is Attachment C to the TRO and PI. The signed release was due within three business days after service of the TRO and PI.

No defendant has signed and delivered the release to Corbis's counsel. Please provide it immediately. Neither we nor counsel at Greenberg Traurig have received any release from you or any defendant.

AGAIN, PROVIDED ON JULY 20 BY MAIL, AND FAXED TO YOU ON JULY 24, 2006.

◇

(5) TRO and PI, p. 3, ¶ 3: The defendants were ordered to disclose to Corbis' counsel certain contact information for all persons that at any time participated in the copying, publishing, distribution, or marketing of any Corbis Images. This information was due within 12 hours of receipt of the TRO and PI.

The defendants have failed to provide any of the required contact information for any person with the exception of one person allegedly at Ultravertex and even his contact information is incomplete. The evidence introduced in support of the TRO and PI showed the Corbis Images distributed on TemplateMonster.com. However, you have not identified or provided contact information for any person at TemplateMonster.com. Please provide complete contact information for all persons as required by this provision.

AGAIN, PROVIDED ON JULY 20 BY MAIL, AND FAXED TO YOU ON JULY 24, 2006.

◇

(6) TRO and PI, p. 3, ¶ 4: The defendants were ordered to notify all persons that participated in the copying, publishing, distribution, or marketing of any Corbis Images of the TRO and PI; provide those persons with copies of the TRO and PI; and instruct them to immediately stop. This was required within 12 hours of receipt of the TRO and PI.

Please confirm that the defendants have notified all persons that participated in the copying, publishing, distribution, or marketing of any Corbis Images of the TRO and PI; provided those persons with copies of the TRO and PI; and instructed them to immediately stop. Please confirm this for all persons--not just the person allegedly at Ultravertex--as provided above in #5.

THIS HAS BEEN DONE PER THE DEFENDANTS' HOMEPAGE.

◇

(7) TRO and PI, p. 3, ¶ 5: The defendants were ordered to obtain all copies of Corbis Images from all those who participated in the copying, publishing, distribution, or marketing of any Corbis Images. This was required within 48 hours of receipt of the TRO and PI.

Please confirm that the defendants have obtained all copies of Corbis Images from all those who participated in the copying, publishing, distribution, or marketing of any Corbis Images. Please

confirm this for all persons--not just the person allegedly at Ultravertex--as provided above in #5.

WE CAN ONLY SPEAK FOR OUR CLIENTS, AND THIS HAS BEEN DONE; THE ONLY SOURCE OF THE IMAGES WAS FROM ULTRAVERTEX.

◇

(8) TRO and PI, p. 4, ¶ 8: The defendants were ordered to turn over for impoundment to Corbis's counsel all copies of Corbis Images, including computer disks, hard drives, servers, and other storage media on which defendants stored such images.

No defendant has turned over to Corbis's counsel any Corbis Images or any storage media on which such images are stored. Please do so immediately.

WE TOLD YOU ON JULY 13 THAT WE INSTRUCTED OUR CLIENT TO SEND ALL DISKS, AND WE ASKED YOU IF WE CAN MAKE A COPY TO PRESERVE AS EVIDENCE FOR TRIAL. WE NOW HAVE THE DISKS, BUT YOU HAVE NOT RESPONDED TO OUR REQUEST.

◇

(9) The defendants were ordered to permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order.

With respect to the facility in Russia that you represent belongs to the Template Defendants, please advise where in Russia it is located and what is the first date that it is available for inspection. Please also advise where the facilities of the Lognikov Defendants are located and the first date that they are available for inspection. Please also advise when and whether the defendants' United States facilities are available for inspection.

HERE IS THE ADDRESS FOR THE TEMPLATE DEFENDANTS: 126, SOVIET AVENUE, CHEREPOVETZ, VOLOGOSKAYA OBLAST, 162622; THE LOGNIKOV DEFENDANTS ADDRESS WAS PREVIOUSLY GIVEN TO YOU ON JULY 20, 2006. THERE ARE NO FACILITIES IN THE US. WE ARE TRYING TO GET AVAILABLE DATES, BUT IT IS HOLIDAY SEASON THERE. PLEASE ADVISE SEVERAL DATES THAT ARE AVAILABLE TO YOU.

◇

(10) TRO and PI, pp. 7-8, ¶ 1: The defendants were ordered to repatriate to the United States all documents and assets outside the United States within defendants' control. This was required within three business days of service of the TRO and PI.

This provision is not limited to documents and assets taken outside the United States. It requires repatriation of all documents and assets outside the United States regardless of whether they were taken from the United States. Please comply with this provision immediately.

NOTHING WAS TAKEN OUT OF THE U.S.; THERE IS NOTHING TO REPATRIATE. HERE WE WILL HAVE TO AGREE TO DISAGREE. WE DO NOT BELIEVE THE COURT'S ORDER REQUIRES THE DEFENDANTS TO FORWARD FROM RUSSIA ALL OF THEIR WORLDLY POSSESSIONS TO CORBIS.

◇

(11) TRO and PI, p.8, ¶2: The defendants were ordered to provide Corbis a full accounting of all documents and assets outside the United States or repatriated to the United States within defendants' control. This was required within three business days of service of the TRO and PI.

2CO.com. IT IS REGISTERED TO template-help.com; Moneybookers.com. THE ACCOUNT ID IS: money@template-help.com; CHRONOPAY, THE ACCOUNT NAME IS template-help.com.

◇

No defendant has provided the required full accounting. Please provide it immediately.

Thank you.

Laura C. Pirri

Quinn Emanuel Urquhart Oliver & Hedges, LLP

555 Twin Dolphin Drive, Suite 560

Redwood Shores, CA 94065

Direct: (650) 801-5011

Main Phone: (650) 801-5000

Main Fax: (650) 801-5100

E-mail: laurapirri@quinnemanuel.com <<mailto:ulaurapirri@quinnemanuel.com>>

Web: www.quinnemanuel.com <<http://www.quinnemanuel.com/>>

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EXHIBIT I

LAW OFFICE
RICHARD S. ROSS, Esq.
ATRIUM CENTRE
4801 SOUTH UNIVERSITY DRIVE
SUITE 837
FORT LAUDERDALE, FLORIDA 33328

RICHARD S. ROSS
—
MEMBER OF
FLORIDA BAR & FEDERAL BAR
REGISTERED PATENT ATTORNEY

July 20, 2006

TELEPHONE
(954) 352-9110
—
FACSIMILE
(954) 352-9192

Lori Anne Sochin, Esq.
Ronnie Fernandez, Esq.
GREENBERG TRAURIG
1221 Brickell Avenue
Miami, FL 33131

Claude M. Stern, Esq.
Laura Pirri, Esq.
QUINN EMANUEL
555 Twin Dolphin Drive
Suite 560
Redwood Shores, CA 94065-2139

RE: LOGNIKOV, ET AL ADV CORBIS

Counsel:

Enclosed please find our clients' compliance with the court's order to commence discovery, including Attachment C to the preliminary injunction. If we can be of further assistance, please do not hesitate to contact us.

Sincerely,

RICHARD S. ROSS, ESQ.

RSR/me
Enclosures

IGOR LOGNIKOV

Address: Bestuzhev str., 3a, apt. 62, Moscow, Russia, zip 128586. Apartment phone num. +79188023638. Cell. Phone number: +78284287884.

ARTVERTEX, INC.

Company was dissolved around 1 year ago. At the time of company's formation I resided 7115, 3rd ave., apt. 2a, Brooklyn, New York, 11209. That's why I used this address during registration. There is no physical office related to this company.

WEB DESIGN LIBRARY

Project is operated by me, solely. Once it was developed by external team of web developers in Ukraine. I can not define any exact address for it. I believe it's address should be considered the same as my address.

I, IGOR LOGNIKOV, SWEAR THAT THIS INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF.



IGOR LOGNIKOV

20 July 2006

ANDREI KOULIKOVSKI
NOW RESIDING AT: CHERNOVOLA 16, APT. 56, KIEV, UKRAINE.
CHIEF EXECUTIVE OFFICER OF MYTEMPLATESTORAGE.COM.

TEMPLATEMONSTER.COM

This is not an entity. This is the domain name that belongs to one of affiliates who registered on www.mytemplatestorage.com. I have no control on this. I believe, their address is Shapira 52, Ashkelon, Israel.

TEMPLATE TUNING

This is the project that is also operated by the team of Mytemplatestorage.com. Copyright on website and content is registered on Goman Alliance LLC company, which is registered in British Virgin Islands.

MYTEMPLATESTORAGE.COM

Office of Mytemplatestorage.com is located: Pushkinskaya St., 1, Apt. 19, Petrozavodsk, Karelia, Russia, ZIP 185670. Office/apartment is rented on name Vasil Gurjy - he is responsible for all real estate issues related to my business. Phone +79284287954.

TEMPLATE-HELP.COM

This is just the domain name owned by Mytemplatestorage.com team. Used for internal needs.

TEMPLATE-DELIVERY.COM

This is just the domain name owned by Mytemplatestorage.com team. Used for internal needs.

SITE2YOU.COM

Domain name owned by the team of Mytemplatestorage.com

CALLAWAY ALLIANCE, INC.

Entity of web development company that built back-end of Mytemplatestorage.com, Site2you.com and for some affiliates like www.templatemonster.com. This company had developed backend and makes modifications in it upon requests. They require to hold copyright of the back end at their ownership. Company is based in Morocco: 21 Rue Moulay Ahmed Loidi, Place Pietrie - Rabat Maroc. Tel. +212-37-76-22-00 (LQ). Fax: +212-37-76-22-99.

I, ANDREI KOULIKOVSKI, SWEAR THAT THIS INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF.


ANDREI KOULIKOVSKI

20.07.2006

CASE NO. 06-21643-CIV

ATTACHMENT C

Consent to Release of Financial Records

I, an officer of Mytemplatestorage.com do hereby direct any bank, trust company, or financial institution at which Mytemplatestorage.com has an account, and its officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Corbis Corporation, and to give evidence relevant thereto, in the matter of the Corbis Corporation v. Logutsev et al., Case No. 06-21643-CIV, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as consent with respect thereto.

Dated: 20.07.2006

Name and Title: Andrei Koulikovski CEO



CASE NO. 06-21643-CTV

ATTACHMENT C

Consent to Release of Financial Records

I, an officer of _____, do hereby direct any bank, trust company, or financial institution at which Igor Lognikov has an account, and its officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Corbis Corporation, and to give evidence relevant thereto, in the matter of the Corbis Corporation v. Lognikov et al., Case No. 06-21643-CTV, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as consent with respect thereto.

Dated: 20 July 2006

Name and Title: Igor Lognikov



EXHIBIT J

DECLARATION OF (PUT YOUR NAME HERE)


I, Christian Thäter, declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Christian Thäter, Gropiusweg 3, D-64289 Darmstadt, Germany). The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: info@space2000.de.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Darmstadt, 28.07.2006

Christian Thäter
Gropiusweg 3
D- 64289 Darmstadt
Germany


Darmstadt, 28.07.2006

DECLARATION OF (PUT YOUR NAME HERE)

I, Christian Thäter, declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Christian Thäter, Gropiusweg 3, D-64289 Darmstadt, Germany). The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: info@space2000.de.

3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.

6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.

5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Darmstadt, 28.07.2006

Christian Thäter
Gropiusweg 3
D- 64289 Darmstadt
Germany



Darmstadt, 28.07.2006

DECLARATION OF ROSTISLAV NIKITIN

I am Rostislav Nikitin declare as follows:

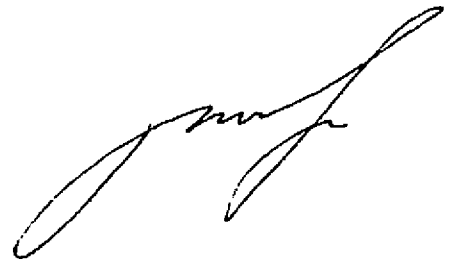
1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Pähklimäae 2, 44, Narva 20607, ESTONIA. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: my moneybookers email is: position01@mail.ru.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Friday, July 28, 2006, Narva, ESTONIA

Rostislav Nikitin

Pähklimäae 2, 44, Narva 20607, ESTONIA

A handwritten signature in black ink, appearing to be 'Rostislav Nikitin', written in a cursive style.

Signature

DECLARATION OF Carsten Kammerdiener
(for internal and court's use, only)

I, **Carsten Kammerdiener**, declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: **Sonnenweg 10, D 32602 Vlotho, Germany**. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: **info@brainlounge.com**.

3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.

5. I have no connection with or have consciously copied, distributed or displayed, any Corbis photographic images, and never did.

With the exception of images we bought legally via websites owned / might be owned and operated by corbis (e.g. corbis.com, photos.com) and used for different -non mytemplatestorage- projects according to the granted rights. Those images have never been used within templatemonster-affiliate shop and have not been distributed or displayed via or in that shop.

6. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 2006-07-28 at Vlotho, Germany.



Carsten Kammerdiener

Sonnenweg 10
D-32602 Vlotho
Germany

DECLARATION OF OGNYAN MLADENOV IVANOV

I Ognyan Mladenov Ivanov declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Bulgaria , 1231 Sofia, 7 Svoboda apt 53. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: oggin@ewwws.com.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 28.07.2006 at Sofia Bulgaria.

Ognyan Mladenov Ivanov

Full Address

Bulgaria , 1231 Sofia, 7 Svoboda apt 53



Signature

DECLARATION OF ANDREW SCOTT

I, Andrew Scott, declare under oath:

a. I am an affiliate of MySpace.com, Inc. ("MySpace"), a company that provides MySpace.com website and services and existing connections thereto, all owned by me. My residence address is 1 Copper Lane, Boca Raton, Florida, 33433. I declare the statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

b. I have taken reasonable steps to ensure that my statements are true and accurate, and I have not made any statements that are false or misleading.

c. I was informed by the staff of MySpace.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

d. I only believe that the TRT should not in any way affect my ability to receive any funds and they should be released as soon as possible.

e. I have no connections with or have copied, distributed or displayed, any obscene, pornographic, vulgar, and/or defamatory material.

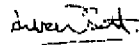
f. I am not a party to this lawsuit and I am not a defendant in this lawsuit.

g. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

I executed this 7th day July 2006 at Broward, Florida.

Andrew Scott

1 Copper Lane, Boca Raton, Florida, 33433



DECLARATION OF ANDREW SCOTT

I (Your Full Name) declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: 3 Coppice Lane, Noak Bridge, Basildon, Essex SS15 4JS, England. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: admin@applestalk.com
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 28th July 2006 at Basildon, England.

Andrew Scott

3 Coppice Lane, Noak Bridge, Basildon, Essex SS15 4JS



DECLARATION OF CHARLIE ABBOTT

I Charlie Abbott declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: 7 Shire Place, Earlsfield, London, England, UK. SW18 3BP. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: (ceo@bestflashanimationsite.com).

3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.

6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.

5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this (29/07/2006) at (London, England, UK).

Charlie Abbott

7 Shire Place, Earlsfield, London, England, UK. SW18 3BP.



Signature

CHARLIE ABBOTT
7 SHIRE PLACE
SW18 3BP

DECLARATION OF KULDIP MOND

I (Your Full Name) declare as follows:

1. I am an affiliate of Mytemplatesstorage.com. I am earning money by promoting Mytemplatesstorage goods and services and receiving commissions from each sale generated by me. My residential address is: 10 Cambridge Way, Acocks Green, Birmingham B27 6SF, UK. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: www.moneybookers.com.

3. I was informed by the staff at Mytemplatesstorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.

6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.

5. I ask the Court to issue the permission to release my funds immediately.

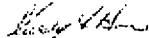
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 28th July 2006 at Birmingham United Kingdom.

Your name

Full Address
10 Cambridge Way,
Acocks Green,
Birmingham B27 6SF, UK

Signature



DECLARATION OF SAJJAD

I Sajjad Tufail declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Opposite Union Council airport road Gohad pur Sialkot, Pakistan. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: inquiry@cmxd.com.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 03-August-2006 at Sialkot, Pakistan.

Sajjad Tufail

Opposite Union Council airport
road Gohad pur Sialkot, Pakistan.
51310

Signature

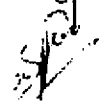


EXHIBIT K



August 1st, 2006

Attn: David Braun

Mytemplatestorage.com

Dear Mr. Braun:

Please see the attached invoice for hosting services in the amount of \$12,353.27. Hosting payments are DUE IN ADVANCE. I therefore write this letter to you as a reminder that, as per our dedicated server hosting agreement, if we do not receive payment within 10 days past invoice due date, we will be forced to cancel services, and begin collection procedures on the remaining balance of those 10 days.

Thank you Mr. Braun for your continued patronage - and I am looking forward to your prompt response.

Gino Petitti - CFO
iHostXtremes.com

Supporting YOUR Internet Success®
611 East Weber Rd., Suite 102 • Columbus, Ohio • 43211
www.iHostXtremes.com • 614.262.2640 • 866-534-HOST (4678)

EXHIBIT L



repatriate

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3 entries found for *repatriate*.

re·pa·tri·ate  **Pronunciation Key** (rĕ-pă'trĭ-ā'tē)
tr.v. re·pat·ri·at·ed, re·pat·ri·at·ing, re·pat·ri·ates

To restore or return to the country of birth, citizenship, or origin: *repatriate war refugees.*

n. (-tē, -ā'tē)

One who has been repatriated.

[Late Latin repatriāre, repatriāt-, to return to one's country : Latin re-, re- + Latin patria, native country; see expatriate.]

re·pa'tri-a'tion n.

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Source: *The American Heritage® Dictionary of the English Language, Fourth Edition*

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repatriate

To bring home assets that are currently held in a foreign country. Domestic

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corporations are frequently taxed on the profits that they repatriate, a factor inducing the firms to leave overseas the profits earned there.

Source: Wall Street Words: An A to Z Guide to Investment Terms for Today's Investor by David L. Scott. Copyright © 2003 by Houghton Mifflin Company. Published by Houghton Mifflin Company.

repatriate

n : a person who has returned to the country of origin or whose citizenship has been restored v 1: send someone back to his homeland against his will, as of refugees 2: admit back into the country [ant: expatriate]

Source: WordNet ® 2.0, © 2003 Princeton University

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<u>File Number:</u>	3888348	<u>Incorporation Date /</u> <u>Formation Date:</u>	11/08/2002 (mm/dd/yyyy)
<u>Entity Name:</u>	ARTVERTEX, INC.		
<u>Entity Kind:</u>	CORPORATION	<u>Entity Type:</u>	GENERAL
<u>Residency:</u>	DOMESTIC	<u>State:</u>	DE
<u>Status:</u>	DISSOLVED	<u>Tax Status:</u>	CURRENT

REGISTERED AGENT INFORMATION

<u>Name:</u>	DELAWARE PROFESSIONAL SERVICES CORPORATION		
<u>Address:</u>	ONE COMMERCE CENTER/SUITE 782 1301 N. ORANGE STREET		
<u>City:</u>	WILMINGTON	<u>County:</u>	NEW CASTLE
<u>State:</u>	DE	<u>Postal Code:</u>	19801
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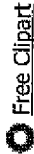
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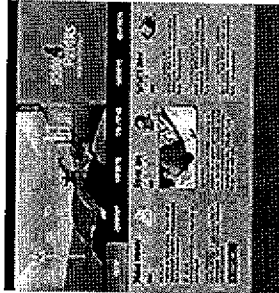
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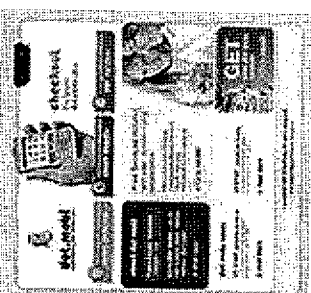
Item: #13998

Author: Hugo

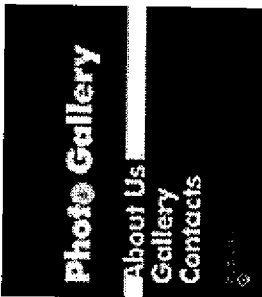
Downloads: 0

Price (?): \$62

Unique Price (?): \$3700



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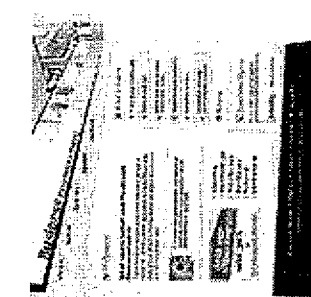
Item: #13993

Author: Oldman

Downloads: 0

Price (?): \$61

Unique Price (?): \$3100



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Vectorials.com is the newest of Template Monster's Educational Resources and is dedicated to digital art software tutorials.
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Template Monster Designs Templates for Zen Cart 1.3, Oct 23, 2006
Templates for the new version of Zen Cart (1.3) e-commerce system.
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Template Monster's St. Valentine's Day Templates Discount

Template Monster offers a collection of St. Valentine's Day osCommerce Templates at a 20% discount.

Brooklyn, N.Y., January 22, 2007 - Template Monster, the largest website templates provider on the Web, launches its St. Valentine's Day promotion, offering a collection of St. Valentine's Day osCommerce Templates at a 20% discount.

A team of Template Monster's experienced designers has created a number of osCommerce templates especially dedicated to St. Valentine's Day. osCommerce Templates are special templates that are compatible with the osCommerce system. They are remarkable for high quality and include all necessary files to start an online store in minutes.

"We are happy to celebrate with our customers by always trying to offer bargains and discounts," says David Braun, CEO of Template Monster. "At this time we offer them the festive osCommerce templates at a substantial discount, and we really hope our clients will appreciate it! I want to thank Template Monster's team of designers who do their best to please our customers, they put their hearts into our common cause. And of course, I'd like to congratulate all our partners and clients on St. Valentine's Day. I know they will continue to provide inspiration to us with more and more creative ideas."

Template Monster creates excellent, new designs and makes them available to its customers. Following the latest trends in web design, we still takes our customer's needs as our primary source of inspiration.

About TemplateMonster.com

Template Monster - is our anchor. It is a first-rate E-commerce project in web design. Started in 2002 as a project of Artvertex, Inc., it was the first company to offer high quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

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Template Monster Gives out Vouchers for Microsoft adCenter Services

Template Monster offers \$100 credit with Microsoft adCenter to all its customers

Brooklyn, N.Y., January 11, 2007 - Template Monster, the largest website template provider on the Web, launches a special promotional campaign to help its customers to promote their websites. Template Monster will give out 300 vouchers to first 300 customers who claim it. Each voucher allows \$100 credit with Microsoft adCenter services.

Microsoft adCenter, is a division of the Microsoft Network responsible for MSN's advertising services. Microsoft adCenter currently provides pay per click advertisements. According to Nielsen/NetRatings Microsoft adCenter can help in reaching 99 million potential customers - 81% of whom have recently purchased online - an audience that converts at a higher rate than Google in four out of five categories.

"We are happy to introduce this bonus to our customers. Unfortunately, it's a limited time offer, the bonus will go to the first 300 of our customers who claim for it," says David Braun, CEO of Template Monster. "We really appreciate our customers and constantly work on bringing new bonuses to them."

Template Monster is famous for its bonus-pack which often exceeds the price of some of the Template Monster products. We promise to add many more bonuses for our customers in 2007.

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TemplateMonster.com and Globat.com Collaborate on a New Educational Program

Template Monster and Globat.com begin work to assist US Colleges and Universities

Brooklyn, N.Y., December 22, 2006 - -- Template Monster, the largest website templates provider on the Web and Globat.com, one of the largest hosting providers laid out plans for a new program to assist Universities and Colleges of the USA with an .edu domain name.

Templatemonster.com will give a free, custom-designed webpage template and Globat.com will give a free, Terabyte Pro hosting package to all USA Universities and Colleges who use the .edu domain name. This program allows only the Universities and Colleges who use the .edu domain name to apply for this program.

"We are very proud to offer this kind of assistance to Universities and Colleges. We will make a beautiful, high-quality webpage design for their site," said David Braun, CEO of Template Monster. "We will help every University or College who will sign up for this program. There are no limits on the number of applicant websites we will design."

This program offers professional design and strong hosting absolutely free from the partnership of Templatemonster.com and Globat.com.

Apply now!

About TemplateMonster.com

Template Monster - is our anchor. It is a first-rate E-commerce project in web design. Started in 2002 as a project of Artvertex, Inc., it was the first company to offer high quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

About Globat.com

Founded in 2002, Globat, LLC has quickly grown to become the world-leader in Performance Web Hosting™. As one of the most established Web hosting companies in the United States, Globat.com offers affordable, high-quality Web hosting solutions to over 75,000 customers worldwide. Along with their feature-rich hosting packages, Globat.com's dedication to customer service and technical support has solidified their status as a major player in the Web hosting industry.

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TemplateMonster.com and Bitrix Inc. Become Partners

Template Monster and Bitrix Inc. start working on integration of their products.

Brooklyn, N.Y., December 20, 2006 - Template Monster, the largest website templates provider on the Web and Bitrix Inc., the leading developer of Content Management Systems and Portal Solutions sign a partnership agreement. Both companies are seeking deeper integration of their products.

Bitrix Site Manager is the all-purpose integrated system for web development and maintenance projects. Bitrix Site Manager offers the leading and most comprehensive user interface that provides effective web site content management without need of programmers or other specialists. Template Monster will recommend this CMS solution to all of its customers. Integrating Bitrix Site Manager into Template Monster's templates requires the cooperative efforts of both companies. In the near future this cooperative project will yield a feature-rich, CMS-capable website with premium design.

"We are very proud to offer this great solution to our customers!" says David Braun, CEO of Template Monster. "We are currently offering a 30% discount to all of our customers for Bitrix's products as a part of our Christmas promotions. This is only the beginning. In the near future our partnership will be broadened."

Sergey Rizhikov, CEO of Bitrix Inc. agrees that this promotion is the first step towards a strong and productive partnership with Template Monster. "We are proud to introduce this robust product to Template Monster customers. We have some exciting projects underway and the resulting products will be offered in very attractive promotions just ahead, and we're just getting started," he remarked.

This partnership is a very promising alliance for both companies with some deep integration of the product systems of Template Monster and Bitrix Inc. These kinds of solutions create a win-win situation for customers of both companies.

About TemplateMonster.com

Template Monster - is our anchor. It is a first-rate E-commerce project in web design. Started in 2002 as a project of Artvertex, Inc., it was the first company to offer high quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

About Bitrix

Bitrix Inc. specializes in developing Content Management Systems (CMS) and portal solutions for managing Web projects and multi functional information systems on the Internet. Bitrix specialists, by their considerable efforts and skill, have developed the Bitrix Site Manager software – a stand-alone application that provides complex web solutions. This software tech-corp was established in 1998 by a group of IT specialists. Bitrix continues to hold a leading position in the Web-development market, always offering high-



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Welcome to Template Monster Press Room

Template Monster's Christmas Stocking for You

Template Monster's Special Christmas Stocking is full of bonuses with \$500 in total value.

Brooklyn, N.Y., December 13, 2006 – Template Monster, the largest website templates provider on the Web launches the Christmas Stocking promotion offering every client a great package of bonuses with a total value of \$500.

This Christmas Stocking includes two types of bonuses. First of all, FREE bonuses including a year of free hosting and a free domain name from Globat.com, 100 free fonts and over 1000 design elements (logos, artworks, icons, and photos) from TemplateMonster.com, 5 free images from Fotolia.com, and a free merchant account from payQuake.com.

The second part of the Christmas Stocking includes promotional codes and coupons for Template Monster's partners' products and services: 50% discount from BlogJet.com – a weblog client to manage lots of your blogs easily, 30% discount from Bitrix Site Manager – one of the best commercial CMS systems on the market, 20% discount for design changes (templates customization services) from TemplateTuning.com, 20% discount for CRE Loaded commercial products – one of the most powerful solutions for online commerce, 20% off of AbsolutVision.com membership, and \$25 credit with Overture promotional services.

"We are very happy to offer this Christmas Stocking to our customers, and we truly hope that they like it!" says David Braun, CEO of Template Monster. "We would like to thank all of our partners who agreed to take part in this holiday promotion. We hope that we will become of even more value to them in 2007. And of course, we will continue delivering the very best web templates and other design products to all of our customers!"

Template Monster is famous for its quality products and affordable prices as well as our partnering relationships with reliable companies to satisfy our customers' every need.

About TemplateMonster.com

Template Monster - is our anchor. It is a first-rate E-commerce project in web design. Started in 2002 as a project of Artvertex, Inc., it was the first company to offer high quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

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Welcome to Template Monster Press Room

PayQuake Partners with Template Monster to Become the Provider of Bankcard Processing Solutions

payQuake offers free Internet-ready merchant account and online secure gateway to all Template Monster clients.

Brooklyn, N.Y., December 06, 2006 - TemplateMonster.com, the largest seller of website templates worldwide, has made a deal with payQuake, a world-class provider of affordable bankcard processing solutions to offer low cost merchant accounts to Template Monster clients.

With this exclusive offer businesses will be able to choose an extremely affordable credit card merchant account with low monthly and processing fees while including a payment gateway and virtual terminal within a bundled plan. Combined with world-class customer service and 24-48 hour account setup, this is a truly exceptional offering in the world of merchant processing.

payQuake CEO, Tony Perre says, "Template Monster is the world leader in affordable web design products and services, and we are very excited to bundle our merchant account services with Template Monster's many offerings. It is our very good fortune to be the exclusive partner with such a successful and well respected company in the world of e-commerce."

"We are glad to offer our clients such a simple but powerful solution," says David Braun CEO of Template Monster. "There are lots of people among our clients who want to build their own online shop. Our designs in combination with the offer from payQuake are probably the simplest, cheapest, and fastest way to do it."

Template Monster welcomes a respected partner, payQuake, and is pleased to assist its many valued customers with the excellent value in card services that payQuake is offering in this partnership.

About TemplateMonster.com

Template Monster - is our anchor. It is a first-rate E-commerce project in web design. Started in 2002 as a project of Artvertex, Inc., it was the first company to offer high quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.




About payQuake

payQuake has been at the forefront of Internet merchant processing since 2001, offering a completely different suite of merchant solutions and unique partner plans. payQuake is the sole and exclusive provider of merchant controlled bankcard processing solutions via its Dynamic Merchant Pricing Technology.



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Welcome to Template Monster Press Room

Template Monster Launches Vectorials.com

Vectorials.com is the newest of Template Monster's Educational Resources and is dedicated to digital art software tutorials.

Brooklyn, N.Y., November 16, 2006 - Template Monster, the largest website templates provider on the Web, announced today that they have opened Vectorials.com. This website was created to offer a library of vector graphic tutorials.

Template Monster reports that there are digital art tutorials in Adobe Illustrator, Corel Draw and Paint Shop Pro Vector, as well as others.

The tutorials already number over 200, and further additions will be made on a regular basis.

Gratitude must be expressed to the many authors of these tutorials by Template Monster, Vectorials.com and all the readers of these tutorials. The educational network ideal can only be praised as the richest of resources for net technologies of all kinds.

Vectorials.com is pleased to be able to do its part in furthering available knowledge and stimulating the creation of new knowledge by its many contributors.

About TemplateMonster.com

Template Monster - is our anchor. It is a first-rate E-commerce project in web design. Started in 2002 as a project of Artvertex, Inc., it was the first company to offer high quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

About Vectorials.com

Vectorials.com - is an educational resource made available by Template Monster. Vectorials presents materials on all aspects of digital art creation in Adobe Illustrator, Corel Draw, Paint Shop Pro Vector and other creative softwares. The site is open for readers interested in digital artwork and authors who support the idea of sharing their knowledge to make the Web a better media to deal with.

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Welcome to Template Monster Press Room

Template Monster Designs Templates for Zen Cart 1.3

Templates for the new version of Zen Cart (1.3) e-commerce system.

Brooklyn, N.Y., October 23, 2006 Template Monster, the largest website template provider on the Web, enlarges its collection of Zen Cart templates with a new set of templates that are fully compatible with Zen cart latest version - 1.3.5

Zen Cart is an e-commerce system based on osCommerce. The latest version has some substantial improvements. One of the most important improvements for Template Monster, as Zen Cart templates producer, is the XHTML template system. The templates that are valid for the old version are not compatible with the new version. Template Monster responds to the latest trends, it will now produce Zen Cart templates compatible with the latest version of Zen Cart, bringing the best products to customers.

"We already have some Zen Cart templates in our collection but they are not compatible with the new version of the system," says David Braun, CEO of Template Monster. "We will keep them in the stock for some time as many people still using the previous version of Zen Cart. All the new Zen Cart templates will be made for Zen Cart version 1.3.5."

Template Monster will add two new Zen Cart templates to our database every week. Another major change is that all Zen Cart templates will be sent with an HTML version included in the package, done by popular request of our customers.

Template Monster has the templates for the most popular e-commerce systems (osCommerce, CRE Loaded, Zen Cart) and we constantly improve our products to make them the best available.

About TemplateMonster.com




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Welcome to Template Monster Press Room

TemplateMonster.com Partners with Fotolia.com for Stock Images

TemplateMonster.com and Fotolia.com - Images Included in the Templates and Customer Discounts.

Brooklyn, N.Y., August 14, 2006 - TemplateMonster.com, the largest seller of website templates worldwide, has struck a deal with Fotolia.com, an established provider of the highest quality photographs in all categories.

This agreement includes two major features - both very good for TemplateMonster.com and its valued customers. The first feature involves the use of the highest quality photographs that Fotolia.com has to offer in the Template Monster webpage templates, which is a bonus for buyers of these premium templates. The agreement stipulates that each time a template is sold, the owners of the copyrights of the images embedded in the template will be paid according to the usual Fotolia pricing policy and license agreement. Settlements to be made at the end of each month.

The second feature of this partnership agreement provides a 10% discount on all purchases from Fotolia.com for any Template Monster customers who make a purchase from Template Monster on or after August 14, 2006, for the duration of the current partnership agreement.

"We can be proud of our partnership with Fotolia.com. They are as interested in quality, service, and value for customers as we are. We hope our mutual customers appreciate the rewards of this new partnership." - says David Braun CEO of Template Monster.

"We are proud to offer our library of professional images to Template Monster and customers for web design. We are excited to collaborate with the number one template site in the world. As a Fotolia partner, Template Monster will now have access to the fastest growing database of images from artists and photographers around the world. It is our hope that this alliance will bring more designers to Template Monster and increase revenue to the thousands of Fotolia artists." says Oleg Tscheltzoff, President of Fotolia.com

Template Monster will continue to meet our goal of providing the most professional photography available in all of our webpage templates. Webpage designers are our customers and they deserve the very best available. The offering of the discount is a gesture of goodwill and dedication to best value price structure on the parts of both TemplateMonster.com and Fotolia.com.

About TemplateMonster.com

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Fotolia.com is the first worldwide social marketplace for royalty free stock images. They allow individuals and professionals to legally buy and share stock images and illustrations. Fotolia offers the largest image bank of free and affordable royalty free photos and illustrations. The quality of these images is perfect for any medium, web or print. Photographers and designers constantly update Fotolia with thousands of new photos and illustrations each day.



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Welcome to Template Monster Press Room

Template Monster and Globat to Offer One Year of Free Hosting

The two companies join forces to provide customers exciting new benefits.

Brooklyn, NY - July 14, 2006, Template Monster, the largest template provider on the Web, has teamed up with the world-leader in Performance Web Hosting™, Globat.com®, to bring all of their customers an unbeatable deal. The two companies have created an awesome promotion that allows Template Monster customers to get a whole year of Web hosting for free with the purchase of any of their templates, no strings attached. In return, all Globat.com customers will receive two complete icon sets from Template Monster, for a total of 199 free professionally-designed icons. As an added bonus, Template Monster has also thrown in an additional offer of 25% off all Template Monster products for Globat.com customers.

"We really are excited about this new promotion," said David Braun, CEO of TemplateMonster.com. "We believe that this is one of the best promotions we have ever had. I mean, you hear of companies all the time giving away 3 or 6 months of free Web hosting, but 1 year is unheard of."

Template Monster, which every day makes it easy for thousands of people to have professional-looking Web sites, found a perfect match with Globat.com—a company that focuses on making quality Web hosting easy and affordable. This new partnership between Globat.com and Template Monster will surely have the competition shaking in their boots. We just can't wait to see what other promotions will be coming out with these types of companies in the future.

About TemplateMonster.com

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About Globat.com

Globat, LLC is one of the most established Web hosting companies in the United States, offering affordable, quality Web hosting solutions to over 75,000 customers worldwide. Globat.com founder Ben R. Neumann, a two-time Entrepreneur of the Year® award nominee, was a pioneer of the budget Web hosting industry in 1994 when he founded Icom.com, which was sold to Interliant in 1998 and is today owned by Interland. The company is privately held and headquartered in Los Angeles, California.

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template

SYLLABICATION: tem·plate

PRONUNCIATION: tēm'plīt

VARIANT FORMS: also **tem·plet**

NOUN: 1. A pattern or gauge, such as a thin metal plate with a cut pattern, used as a guide in making something accurately, as in woodworking or the carving of architectural profiles. 2. *Computer Science* a. A document or file having a preset format, used as a starting point for a particular application so that the format does not have to be recreated each time it is used: *a loan amortization template for a spreadsheet program*. b. An overlay that fits over all or part of a keyboard and has labels describing the functions of each key within a particular application. 3. A horizontal piece of stone or timber used to distribute weight or pressure, as over a door frame. 4. *Biochemistry* A molecule of a nucleic acid, such as DNA, that serves as a pattern for the synthesis of a macromolecule, as of RNA.

ETYMOLOGY: Probably from French *templet*, diminutive of *temple*, temple of a loom. See [temple](#)³.

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EXHIBIT 10

TEMPLATEMONSTER

Applicant.

Opposition No. 91173189

SECOND AMENDED NOTICE OF OPPOSITION

In the matter of the application of Igor Logniko (hereinafter “Applicant” or “Lognikov¹”) for registration of the mark TEMPLATEMONSTER, Application Serial No. 78/612,360 published in the *Official Gazette* on May 30, 2006, MonsterCommerce, LLC, a wholly owned subsidiary of Network Solutions, LLC (hereinafter “Opposer”), a California limited liability company with offices at One BronzePoint, Belleville, Illinois 62226, believes that it will be damaged by registration of the mark shown in Serial No. 78/612,360 and hereby opposes the same.

¹ Applicant has filed a motion to amend the Application to reflect that the correct name of the applicant is Igor Lognikov and that the error in the Application is a spelling error. Accordingly, Opposer refers to Applicant herein as “Lognikov.”

Pursuant to 15 U.S.C. §§ 1052, 1063, and 1125 of the Lanham Act and 37 C.F.R. §§ 2.101 and 2.104, and predicated upon the following grounds, Opposer alleges as follows:

1. Opposer, MonsterCommerce, LLC, is a limited liability company duly organized and existing under the laws of California, having its principal place of business at One BronzePoint, Belleville, Illinois 62226.

2. Opposer is the owner of the MONSTERCOMMERCE mark, the subject of a federal registration, Registration No. 2,947,268 for:

Computer services, namely, providing on-line non-downloadable software that enables users to sell their products or services on-line, namely, software facilitating the practicing of e-commerce services and e-commerce shopping portal services, in International Class 42.

3. A copy of the registration is attached as **Exhibit A**.²

4. Opposer is also the owner of a family of MONSTER marks, including MONSTERLOCAL (U.S. Application Serial No. 76/658,138), MONSTER MARKETPLACE, MONSTER, MONSTER WEB PROMOTION, MONSTER WEB DESIGN, MONSTER DOMAIN REGISTRATION, MONSTERSMALLBUSINESS, MONSTER SELLERS, the MONSTER logo, and the MONSTER EYE logo (the “MONSTER Family of Marks”).

5. As a wholly owned subsidiary, Opposer is in privity Network Solutions, LLC, which timely filed the extension of time to oppose (“EOT”) the

² Note that the registration certificate mistakenly issued in the name of a non-existent entity, MonsterCommerce, Inc. A copy of the declaration attesting to the misidentification as defined by Rule Rule 2.102(b) is also attached to **Exhibit A**.

registration of the subject application. *See*, Declaration of Bobby N. Turnage, Jr., Senior Vice President and General Counsel of Network Solutions, LLC, attached as **Exhibit B**.

6. Opposer offers, *inter alia*, a broad range of online services, including providing use of e-commerce storefront software and systems, website design, promotion and hosting, merchant accounts, and domain name registration services. Its on-line services include, but are not limited to, providing on-line shopping cart software which is used for the purpose of designing, hosting, implementing, and maintaining websites and specifically providing built-in and customizable website templates and graphics, website optimization tools and plug-ins, web-based administration for on-line stores, email accounts, credit card processing, an order management system, and technical support services.

7. The Opposer, having been established in 1998, is a single-source e-commerce provider offering e-business clients the components needed to sell successfully online: e-commerce store building tools, design services, merchant accounts, and web site promotion services. The Opposer, therefore, is one of the leading providers of storefront and e-commerce solutions for on-line businesses.

8. Opposer is the owner of a federal registration for the MONSTERCOMMERCE mark and began promoting its services under the MONSTER Family of Marks as early as October 2001. Therefore, Opposer's first use of the MONSTER Family of Marks pre-dates Applicant's first use of the TEMPLATEMONSTER Mark, inasmuch as Applicant asserts dates of first use of April 15, 2002.

9. Since its initial adoption and use of the MONSTER Family of Marks, Opposer has made a substantial investment in advertising and marketing its services under the mark. Opposer has extensively used, advertised, promoted and offered for sale Opposer's services under the MONSTER Family of Marks through various channels of trade and commerce. As a result of Opposer's extensive use and promotion of the MONSTER Family of Marks and the extensive sales of services under the MONSTER Family of Marks, the Opposer has established valuable good will in the marks.

10. On information and belief, on April 19, 2005, Applicant filed Application Serial No. 78/612,360 for the mark TEMPLATEMONSTER pursuant to Lanham Act Section 1(a) for the following services (the "Application"):

Online retail services featuring downloadable software for website development comprising pre-formatted modifiable templates., in International Class 35.

Website development services, namely, providing website design services for others., in International Class 42.

The Application was published for opposition in the *Official Gazette* on May 30, 2006.

11. Applicant's mark so closely resembles the MONSTER Family of Marks that Applicant's mark, when used in connection with the services set forth in Applicant's application, it is likely to cause confusion, or to cause mistake, or to deceive purchasers and potential purchasers of Applicant's services into erroneously believing that there is some relationship between Opposer and Applicant, or that Opposer has authorized, sponsored or licensed Applicant's use of the mark TEMPLATEMONSTER, in violation of 15 U.S.C. § 1052(d).

12. Applicant's mark, when used in association with the services identified in Applicant's application, is likely to cause dilution of Opposer's MONSTER Family of Marks in violation of 15 U.S.C. § 1125(c).

13. Registration of Applicant's mark will damage Opposer, as such registration will give color of exclusive statutory rights to the mark TEMPLATEMONSTER to Applicant in derogation and violation of the prior and superior rights of Opposer.

14. Applicant's mark is not entitled to registration because Applicant is not the owner of the TEMPLATEMONSTER mark.

15. The Application states, "The Applicant, or the applicant's related company or licensee, is using the mark in commerce" A copy of the Application is attached as **Exhibit C**. As the specimen for the Application, Lognikov submitted a digital image of the home page of the website www.templatemonster.com. A copy of the specimen is attached as **Exhibit D**. Lognikov described the specimen as "A digital image of a webpage that is currently used in commerce."

16. On June 28, 2006, Corbis Corporation ("Corbis"), filed a Complaint and motion for preliminary injunctive relief in the United States District Court for the Southern District of Florida against Lognikov, templatemonster.com, and various other web site entities alleging that they had engaged in a vast conspiracy to pirate Corbis' copyrighted photographic images ("Corbis Action"). A copy of the Complaint is attached as **Exhibit E**. On July 6, 2006, the court granted Corbis' motion for a temporary restraining order and preliminary injunction (the "Order"), froze defendants' assets, including those of Lognikov and templatemonster.com, and ordered the defendants to

take down all of the images owned by Corbis. A copy of the Order is attached as **Exhibit F**.

17. On July 25, 2006, Corbis filed a motion for order to show cause why the defendants were not in contempt of the court's Order, alleging multiple violations of the court's extant Order. A copy of Corbis' Motion for Order to Show Cause is attached as **Exhibit G**. Lognikov, templatemonster.com and certain of the other defendants filed their response to Corbis' motion on August 7, 2006 ("Lognikov Response"). A copy of the Lognikov Response is attached as **Exhibit H**.

18. As described in the first page of the Lognikov Response, the answering defendants grouped themselves into two categories. The first category, the "Lognikov Defendants," consisted of Lognikov, Web Design Library and Artvertex, Inc. (Lognikov Response at p.1, Exh. H.) The second category, the "Template Defendants," consisted of templatemonster.com; templatetuning; template-help.com; templatedelivery.com; mytemplatestorage.com; site2you.com; and Callaway Alliance, Inc. (Id.)

19. The Lognikov Response argued that the Lognikov Defendants and the Template Defendants were in compliance with the Order to cease and desist from copyright infringement. As part of this argument, Lognikov explained to the court that he had no business relationship with templatemonster.com and the other Template Defendants:

Corbis is absolutely incorrect in its allegation in Paragraph 14 regarding the Lognikov Defendants. Mr. Lognikov is a writer, and does not have a business relationship with the Template Defendants, other than to link his Web Design Library to the Template Defendants website.

(Lognikov Response at p. 9, Exh. H.)

20. Corbis also argued that the Lognikov Defendants and Template Defendants were in violation of the provision of the court's Order freezing their assets because the domain name, templatemonster.com, was transferred from one register to another in Russia. The Lognikov Response states, "The Defendants explained to Corbis on July 13, 2006, Exhibit E, that they did not own the domain name, and had no control over its registration." (Lognikov Response at p. 12, Exh. H.) The July 13, 2006 communication, an email from Richard Ross, Esq. to Laura Pirri, Esq., states:

The domain name www.templatemonster.com was transferred by its owner, a non party. Our clients have no control over the owner. . . . You also need to be made aware that the Template Defendants are wholly distinct from Ultravertex, and Mr. Lognikov has no business involvement with either the Template Defendants or Ultravertex.

(Lognikov Response at Exh. E, Exh. H hereto.)

21. Lognikov's representations to the federal district court attest that Lognikov has no business relationship or involvement with the website templatemonster.com and that Lognikov is not the registrant of and exercises no control over the domain name www.templatemonster.com.

22. Lognikov is not using the mark **TEMPLATEMONSTER** exclusively because his evidence of use in commerce consists of the homepage from the website templatemonster.com, and Lognikov does not operate this website.

23. Lognikov is not using the mark **TEMPLATEMONSTER** through a related company because Lognikov does not control the nature and quality of the goods and services offered by templatemonster.com.

24. The mark TEMPLATEMONSTER is not entitled to registration because Applicant has engaged in fraudulent conduct in attempting to procure a registration for this mark.

25. Applicant's fraudulent conduct consists of Applicant's representations to the Patent and Trademark Office in the initial Application that: (i) Applicant is the owner of the mark TEMPLATEMONSTER; and (ii) Applicant, Applicant's related company or licensee is using the TEMPLATEMONSTER mark in commerce. As a result of these misrepresentations, the Application was published for opposition.

26. Lognikov knew or should have known that he was not the owner of the mark because Lognikov was not personally using the mark TEMPLATEMONSTER through the website templatemonster.com and Lognikov did not control the nature and quality of the goods or services offered by templatemonster.com.

27. Lognikov knew or should have known that neither he, a related company nor licensee was using the mark TEMPLATEMONSTER in commerce because Lognikov was not personally using the mark TEMPLATEMONSTER through the website templatemonster.com and templatemonster.com is not a related company or licensee of Lognikov.

28. The mark TEMPLATEMONSTER is not entitled to registration because the mark is being used as two words "TEMPLATE MONSTER" and the term "template" is generic or descriptive of the goods and services offered under the mark. Applicant should be required to amend the drawing of the mark to reflect that the mark is "TEMPLATE MONSTER" and should be required to disclaim the term "template" apart

from the mark. Opposer's claim of likelihood of confusion should be assessed based on the amended drawing of the mark as "TEMPLATE MONSTER" with the disclaimer of the term "template."

29. The home page of the templatemonster.com website, the original specimen for the Application, now identifies the mark as "TEMPLATE MONSTER." A copy of the current home page for the website www.templatemonster.com is attached as **Exhibit I**.

30. The templatemonster.com website consistently identifies the mark as "TEMPLATE MONSTER" in its press releases and through its other uses of the mark. Copies of recent press releases issued by the website templatemonster.com are attached as **Exhibit J**.

31. The term "template" is defined as "A document or file having a preset format, used as a starting point for a particular application so that the format does not have to be recreated each time it is used." The American Heritage Dictionary of the English Language (4th ed. 2000). A copy of the dictionary definition for the term "template" is attached as **Exhibit K**.

32. Lognikov uses the term "template" in his Application to define the goods and services offered under the mark and describes those goods and services as a "pre-formatted" website development product.

33. The website templatemonster.com uses "template" as a generic term consistent with the dictionary definition to identify the product that it offers for sale:

Template Monster website templates, flash templates and other products are ready-made web designs, that can be used as a basis for fast and high-quality website. Our website templates, flash templates and all other products

are completely customizable and ready for immediate download.

(Templatemonster.com website, Exhibit I hereto.)

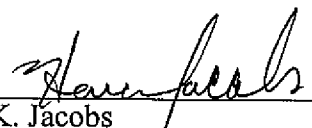
WHEREFORE, Opposer, MonsterCommerce, LLC, believes that it will be damaged by registration of U.S. Application Serial No. 78/612,360, and therefore respectfully requests that the Trademark Trial and Appeals Board sustain this opposition and refuse registration of Applicant's mark.

All correspondence should be addressed to Brian J. Winterfeldt, Esq., c/o Ballard Spahr Andrews & Ingersoll, LLP, 601 13th Street, NW, Suite 1000, Washington, DC 20005.

Respectfully submitted,

Date: February 20, 2007

By: _____


Hara K. Jacobs
Brian J. Winterfeldt
Tricia McDermott Thompson
BALLARD SPAHR ANDREWS &
INGERSOLL, LLP
601 13th Street, NW, Suite 1000 South
Washington, D.C. 20005
(202) 661-2200

ATTORNEYS FOR OPPOSER

EXHIBIT A



United States Patent and Trademark Office

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TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	SEARCH OG	BOTTOM	HELP	PREV LIST	CURR LIST
NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

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TARR Status	ASSIGN Status	TDR	TTAB Status
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 (Use the "Back" button of the Internet Browser to return to TESS)**Typed Drawing**

Word Mark	MONSTERCOMMERCE
Goods and Services	IC 042. US 100 101. G & S: computer services, namely, providing on-line non-downloadable software that enables users to sell their products or services on-line, namely, software facilitating the practicing of e-commerce services and e-commerce shopping portal services. FIRST USE: 20011005. FIRST USE IN COMMERCE: 20011005
Mark Drawing Code	(1) TYPED DRAWING
Design Search Code	
Serial Number	76445524
Filing Date	August 29, 2002
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	March 25, 2003
Registration Number	2947268
Registration Date	May 10, 2005
Owner	(REGISTRANT) MONSTERCOMMERCE, INC. CORPORATION CALIFORNIA 10715 Norton Lane Sparta ILLINOIS 62286
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	H. JAY SPIEGEL
Type of Mark	SERVICE MARK
Register	PRINCIPAL

**Live/Dead
Indicator** LIVE

TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	SEARCH OG	TOP	HELP	PREV LIST	CURR LIST
NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

[.HOME | SITE INDEX| SEARCH | eBUSINESS | HELP | PRIVACY POLICY

EXHIBIT B

Attorney Docket No.: 049337

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration of

MonsterCommerce, LLC

Reg. No.: 2,947,268

BOX POST REGISTRATION

Reg. Date: May 10, 2005

Mark: MONSTERCOMMERCE

**SUBSTITUTE AFFIDAVIT IN SUPPORT OF
OWNERSHIP OF REGISTRATION**

Commissioner of Trademarks
P.O. Box 1451
Alexandria, Virginia 22313-1451

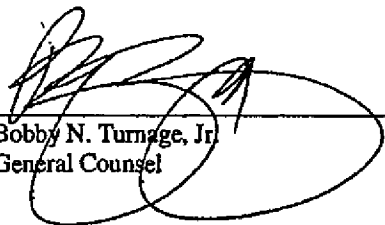
To The Commissioner of Trademarks:

I, the undersigned, declare that the application as filed on August 29, 2002, and subsequently the registration as issued on May 10, 2005, which indicates the Applicant/Registrant as MonsterCommerce, Inc., a corporation of California is incorrect. The application and subsequent registration should indicate that the Applicant/Registrant is MonsterCommerce, LLC, a limited liability company of California.

MonsterCommerce, LLC
Reg. No. 2,974,268

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that all statements made of her own knowledge are true all statements made on information and belief are believed to be true.

MonsterCommerce, LLC



Bobby N. Turnage, Jr.
General Counsel

Date: October 5, 2006

EXHIBIT C

Trademark/Service Mark Application, Principal Register

Serial Number: 78612360

Filing Date: 04/19/2005

The table below presents the data as entered.

MARK SECTION	
MARK	Templatemonster
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	Templatemonster
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
OWNER SECTION	
NAME	Logniko, Igor
INTERNAL ADDRESS	Apt. 2a, Brooklyn
STREET	7115 3rd Ave.
CITY	New York
STATE	New York
ZIP/POSTAL CODE	11209
COUNTRY	United States
PHONE	917 379-7392
EMAIL	i@templatemonster.com
AUTHORIZED EMAIL COMMUNICATION	Yes
LEGAL ENTITY SECTION	
TYPE	INDIVIDUAL
COUNTRY OF CITIZENSHIP	Ukraine
GOODS AND/OR SERVICES SECTION	
DESCRIPTION	Computer services, namely, website templates.
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 04/12/2002
FIRST USE IN COMMERCE DATE	At least as early as 04/15/2002
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT10\IMAGEOUT 10\786\123\78612360\xml\1\ APP0003.JPG
SPECIMEN DESCRIPTION	A digital image of a webpage that is currently used in

	commerce.
GOODS AND/OR SERVICES SECTION	
DESCRIPTION	Website development services, namely, providing website design services for others.
FILING BASIS	Section 1(a)
FIRST USE ANYWHERE DATE	At least as early as 04/12/2002
FIRST USE IN COMMERCE DATE	At least as early as 04/15/2002
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT10\IMAGEOUT 10\786\123\78612360\xml1\ APP0004.JPG
SPECIMEN DESCRIPTION	A digital image of a webpage that is currently used in commerce.
SIGNATURE SECTION	
SIGNATURE	/igor lognikov/
SIGNATORY NAME	Igor Lognikov
SIGNATORY DATE	04/19/2005
SIGNATORY POSITION	Authorized Signatory
PAYMENT SECTION	
NUMBER OF CLASSES	2
NUMBER OF CLASSES PAID	2
SUBTOTAL AMOUNT	650
TOTAL AMOUNT	650
CORRESPONDENCE SECTION	
NAME	Logniko, Igor
INTERNAL ADDRESS	Apt. 2a, Brooklyn
STREET	7115 3rd Ave.
CITY	New York
STATE	New York
ZIP/POSTAL CODE	11209
COUNTRY	United States
EMAIL	i@templatemonster.com
AUTHORIZED EMAIL COMMUNICATION	Yes
FILING INFORMATION	
SUBMIT DATE	Tue Apr 19 21:04:21 EDT 2005
TEAS STAMP	USPTO/BAS-6710019919-2005 0419210421617866-78612360 -2009a7c7856e734a647d7d46 2c88631671-DA-883-2005041 9181907061871

Trademark/Service Mark Application, Principal Register

Serial Number: 78612360

Filing Date: 04/19/2005

To the Commissioner for Trademarks:

MARK: (Standard Characters, see mark)

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The literal element of the mark consists of Templatemonster.

The applicant, Igor Logniko, a citizen of Ukraine, residing at Apt. 2a, Brooklyn, 7115 3rd Ave. , New York, New York, United States, 11209, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

The applicant, or the applicant's related company or licensee, is using the mark in commerce, and lists below the dates of use by the applicant, or the applicant's related company, licensee, or predecessor in interest, of the mark on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

International Class _____: Computer services, namely, website templates.

International Class _____: Website development services, namely, providing website design services for others.

In International Class _____, the mark was first used at least as early as 04/12/2002, and first used in commerce at least as early as 04/15/2002, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) A digital image of a webpage that is currently used in commerce..

Specimen - 1

In International Class _____, the mark was first used at least as early as 04/12/2002, and first used in commerce at least as early as 04/15/2002, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) A digital image of a webpage that is currently used in commerce..

Specimen - 1

The USPTO is authorized to communicate with the applicant or its representative at the following email address: i@templatemonster.com.

A fee payment in the amount of \$650 will be submitted with the application, representing payment for 2 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /igor lognikov/ Date: 04/19/2005

Signatory's Name: Igor Lognikov

Signatory's Position: Authorized Signatory

Mailing Address:

Logniko, Igor

Apt. 2a, Brooklyn

7115 3rd Ave.

New York, New York 11209

RAM Sale Number: 883

RAM Accounting Date: 04/20/2005

Serial Number: 78612360

Internet Transmission Date: Tue Apr 19 21:04:21 EDT 2005
TEAS Stamp: USPTO/BAS-6710019919-2005041921042161786
6-78612360-2009a7c7856e734a647d7d462c886
31671-DA-883-20050419181907061871

Templatemonster

EXHIBIT D

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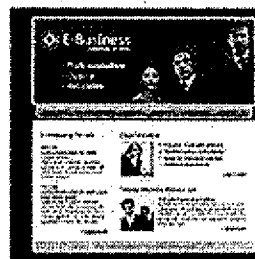
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Products: Item Number: Category: Keyword: Style: Author: Price range: from \$ to \$ [Show all templates](#)**SEE NOW! TEMPLATE TUNING REDESIGN. WE MADE IT BETTER**

Templatemonster Online Help

Initializing connection...

[CLICK HERE](#)[View](#) | [Add to Cart](#) | [Buy](#)

Type: Flash site

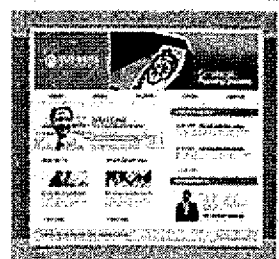
Item: #8062

Author: Hugo

Downloads: 0

Price (?): \$62

Unique Price (?): \$1850

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Type: Flash site

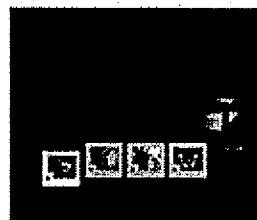
Item: #8061

Author: Flayer

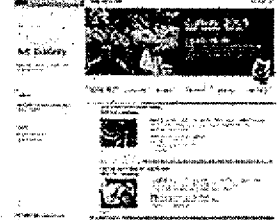
Downloads: 0

Price (?): \$64

Unique Price (?): \$2100

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Type: Flash site

[View](#) | [Add to Cart](#) | [Buy](#)

Type: Full site

EXHIBIT E

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. _____

06-21643

CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM;
INVERSE-LOGIC; SITE2YOU.COM;
CALLAWAY ALLIANCE, INC.; COLMAN
ALLIANCE LLC; WEB DESIGN LIBRARY;
and DOES 1-50,

Defendants.

MAGISTRATE JUDGE

COMPLAINT FOR INJUNCTION AND DAMAGES

Plaintiff Corbis Corporation alleges as follows:

1. This is an action for copyright infringement under the Copyright Act, 17 U.S.C. §§ 101 *et seq.*, for violation of the Racketeer Influenced and Corrupt Organization ("RICO") Act, 18 U.S.C. §§ 1961 *et seq.*, and for conversion under Florida common law and civil theft under Fl. Ann. Stat. § 812.014.

PARTIES

2. Plaintiff Corbis Corporation (hereafter "Corbis") is a Washington corporation with its principal place of business at 710 Second Avenue, Seattle, Washington.

CASE NO. _____

3. Upon information and belief, defendant Igor Lognikov is a Florida resident who resides or resided at 1505 Bay Road, Apartment 3311, Miami Beach, Florida.

4. Upon information and belief, defendants Artvertex, Inc.; Artvertex, LLC; Artvertex Consulting; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library are corporations or entities owned by or under the control of defendant Igor Lognikov. Upon information and belief, none of these corporations or entities have a principal place of business with a valid address. Upon information and belief, they are alter egos of Igor Lognikov.

5. Corbis is unaware of the true names and capacities, whether individual, corporate, associate, or otherwise, of defendant Does 1 through 50, and therefore sue these defendants by their fictitious names. Corbis will seek leave to amend this complaint when the identities of the Doe defendants are known.

6. Corbis is informed and believes, and on that basis alleges, that at all relevant times mentioned in this Complaint, defendants, and each of them, were acting in concert and active participation with each other in committing the wrongful acts alleged herein, and were the agents or alter egos of each other and were acting within the scope and authority of that agency and with the knowledge, consent, and approval of one another.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over the federal copyright and RICO claims under 28 U.S.C. §§ 1331 and 1338(a) and 18 U.S.C. § 1964 and supplemental jurisdiction over the state conversion and civil theft claims under 28 U.S.C. § 1367.

8. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400(a) because the defendants reside and conduct business in this judicial district and a

CASE NO. _____

substantial part of the events giving rise to the claims occurred in this district.

BACKGROUND

A. Corbis and Its Intellectual Property

9. Corbis is in the business of licensing photographs and fine art images on behalf of itself and the photographers and other licensors it represents. Generally, the images in Corbis' collection were taken by professional photographers who earn most or all of their livelihoods from the licensing fees Corbis is able to obtain for their images. Many of the images in Corbis' collection are produced by well-known photographers, and the collection includes some of the most recognized images in contemporary society.

10. The images in Corbis' collection are the subject of copyright protection under the laws of the United States, and at considerable expense and effort, Corbis has protected images in its collection by systematically registering the copyrights to the images.

11. Corbis owns and operates a website located at the Internet address www.corbis.com. At Corbis' website, professional users are able to search hundreds of thousands of images from Corbis' collection and then pay to license the images for specific commercial uses. Under the usage agreement on Corbis' website, users are granted a limited license to download images solely for evaluating whether they want to purchase a license. The limited download license is only for internal testing and sample use. Corbis generally allows users that purchase licenses to incorporate the licensed images into end products. However, Corbis does not typically allow redistribution of its images by its licensees on a stand alone basis.

12. Whenever Corbis displays an image in its collection or provides such an image to another for display, Corbis includes specific copyright management information (hereafter "CMI") regarding the image. The CMI for each image includes information such as the name of the photographer and the copyright owner. CMI may also contain the terms and conditions for use of the image. Depending upon the image, CMI may be presented on the mounts for the

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negatives, embedded within digital files of the images or displayed on Corbis' website, or otherwise in proximity to the images (e.g. below or adjacent to them). When the images are licensed by Corbis' clients, Corbis typically contractually requires its clients to reproduce CMI alongside the image.

B. Defendants and Their Illegal Scheme

13. Corbis is informed and believes, and on that basis alleges, the following about the defendants and their illegal scheme:

14. Defendant Igor Lognikov, through website entities believed to be alter egos of defendant Lognikov, has created a complex set of Internet websites which promote, facilitate, enable, control, and engage in mass unauthorized trafficking in copyrighted images, including images in Corbis' collection for which Corbis holds valid copyrights. Among Igor Lognikov's website entities and alter egos are the other defendants named in this Complaint—Artvertex, Inc.; Artvertex, LLC; Artvertex Consulting; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library (hereafter "Website Entities").

TemplateMonster.com

15. Through defendant TemplateMonster.com's website located at the Internet address www.templatemonster.com, users are able to locate and download website templates, which are pre-packaged designs and features ready for use in a website. TemplateMonster.com sells licenses to website templates at prices ranging from as little as \$53.00 to more than \$7,000.00.

16. TemplateMonster.com displays and distributes copyrighted images in Corbis' collection without a license or other authorization from Corbis. Unauthorized copies of Corbis images are displayed or distributed on TemplateMonster.com, either on a stand alone basis or incorporated in a website template as an exact copy or a modified version of the Corbis image.

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17. On or about April 19, 2005, defendant Igor Lognikov filed with the United States Patent and Trademark Office a trademark application for TEMPLATEMONSTER in conjunction with “[c]omputer services, namely, website templates” and “[w]ebsite development services, namely, providing website design services for others.”

18. The internet domain www.templatemonster.com is registered to defendant Artvertex, LLC, 1667 Sheepshead Bay Road, Brooklyn, New York 11235. TemplateMonster.com represents on its website that it is a “project” of defendant Artvertex, Inc. New York corporate records show that Artvertex, Inc. is a Delaware corporation located at 1618 Sheepshead Bay Road, Second Floor, Brooklyn, New York 11235. However, no business by the name of Artvertex exists at Sheepshead Bay Road in Brooklyn, New York.

19. The copyright notice on TemplateMonster.com reads “© 2002–2006 Callaway Alliance, Inc.” However, defendant Callaway Alliance, Inc. is not registered to do business in any state.

Ultravertex

20. When a customer of TemplateMonster.com buys a license for a website template, the customer receives a free six-month subscription to defendant Ultravertex.com, Inc. at the Internet address www.ultravertex.com, which also uses the business names Ultravertex, Inc. and Ultravertex LLC. (Hereafter, defendants Ultravertex.com, Inc., Ultravertex, Inc., and Ultravertex LLC are collectively referred to as “Ultravertex.”) The purchase price for a six-month subscription to Ultravertex is \$49.95.

21. Like TemplateMonster.com, Ultravertex displays and distributes copyrighted images in Corbis’ collection without a license or other authorization from Corbis. Unauthorized copies of Corbis images are displayed or distributed on Ultravertex on a stand alone basis. A subscriber to Ultravertex may download any of these unauthorized Corbis images without further charges.

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22. Ultravertex images are available for download both from its website and from that of TemplateMonster.com.

23. The domain name www.ultravertex.com is registered to Ultravertex, LLC at 12 Sheephead Bay, Medisonberg, Virginia. No such address exists.

The Scheme

24. On a date or dates yet unknown, Igor Lognikov or his agent or an agent of one of the Website Entities obtained without authorization numerous Corbis images—623 in total—which had previously been registered with the United States Copyright Office. A list of these images, henceforth referred to as “the Corbis Images” with the United States Copyright Office registration certificate numbers and dates for each of these images, is attached to this Complaint as Exhibit A. Then Lognikov or his agent or the agent of an Affiliated Entity uploaded these same images to TemplateMonster.com or Ultravertex for display and distribution with the intent to profit from large-scale infringement of Corbis’ copyrights.

25. Sales of these unauthorized copies of the Corbis Images are processed by third-party online payment services. A customer purchasing a license from TemplateMonster.com makes payment through ChronoPay, B.V. located in Amsterdam, the Netherlands and doing business at www.chronopay.com, MoneyBookers Ltd. located in London, England and doing business at www.moneybookers.com, WebMoney located in Moscow, Russia and doing business at www.wmtransfer.com, and Order By Wire Transfer, a Belgium company doing business at orderbywiretransfer.com. TemplateMonster.com has also used other third-party online payment services, including PayPal located in San Jose, California and doing business at www.paypal.com. A customer subscribing to Ultravertex makes payment through the third-party

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payment service 2Checkout.com, Inc. located in Columbus, Ohio and doing business at www.2checkout.com.

26. Igor Lognikov and the Website Entities promote, facilitate, enable, control, and engage in unauthorized trafficking in the Corbis Images. Upon purchase of a license from TemplateMonster.com, a customer receives an email confirming the purchase from defendant Template-Delivery.com, located at www.template-delivery.com. The email states that it is from a designated payment service for defendant Template-Help.com, located at www.template-help.com. The domain name www.template-delivery.com is similarly registered to defendant Artvertex Consulting, 1618 Sheephead Bay Road, Second Floor, Brooklyn, New York 11235. The telephone number for Template-Help.com's antifraud department is the same as that for TemplateMonster.com's billing department: (917) 477-0238.

27. Upon purchase of a subscription from Ultravertex, a customer also receives an email confirming the purchase from defendant Artvertex, Inc.

28. The defendants are all interrelated, each dealing with website design and development, including website templates. The Website Entities promote and partner with each other. Igor Lognikov is an editor at defendant Web Design Library at www.webdesign.org. Web Design Library links to TemplateMonster.com for "Featured Templates."

29. The Ultravertex website describes as "Partners" and links to defendants TemplateMonster.com, Template Tuning at www.template-tuning.com, and Site2You.com at www.site2you.com. Also linking to TemplateMonster.com are defendants Template Tuning, Site2You.com, MyTemplateStorage.com at www.mytemplatetstorage.com, and Inverse-Logic at www.inverse-logic.com.

30. Likewise, MyTemplateStorage.com describes as "Our Network" and links to TemplateMonster.com, Template Tuning, Site2You.com, and Web Design Library. MyTemplateStorage.com also calls Ultravertex a "Partner" and links to the Ultravertex website. MyTemplateStorage.com represents that it is "Designed by Inverse Logic."

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31. The false information used for TemplateMonster.com and Ultravertex reappears with other Website Entities. The domain name www.template-tuning.com is registered to Artvertex, Inc. at 1618 Sheepshead Bay Road, Second Floor, Brooklyn, New York 11235. The domain name www.webdesign.org is registered under Vadym Lognikov at 1667 Sheepshead Bay Road, Brooklyn, New York 11235. MyTemplateStorage.com has a copyright notice that reads "© Artvertex, Inc. 2003-2006." Template Tuning's notice reads "© 2002-2006 Colman Alliance LLC." Like defendant Callaway Alliance, Inc., which appears on TemplateMonster.com, defendant Colman Alliance LLC is also not registered to do business in any state.

32. Attached hereto as Exhibit B is a diagram that shows the complex web of relations and dealings between the defendants that furthers their scheme to profit from mass infringement of the Corbis Images.

33. Igor Lognikov and the Website Entities are responsible for the selection of images used on TemplateMonster.com and Ultravertex, and manage or personally engage in the selection, manufacture, distribution, display, and/or sale of the infringing images, including unauthorized copies of the Corbis Images. Lognikov controls and authorizes the distribution of profits among the Website Entities and also receives profits (as salary, dividends, or distributions) from the infringing activity of the Website Entities. Lognikov and the Website Entities therefore have the right and ability to control the illegal activity and receive a direct financial benefit from it.

C. Injury to Corbis

34. Corbis has discovered numerous third parties in the United States and Germany displaying images in which Corbis holds the copyright without license or other authorization from Corbis. When contacted by Corbis, these third parties informed Corbis that they downloaded the Corbis Images from Ultravertex or TemplateMonster.com. The third parties were unaware that Corbis held the copyright to the images because the images did not contain

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the CMI that Corbis includes for each image. Instead, many of the images had a visible watermark that read "Ultravertex." Accordingly, the third parties did not pay royalties to Corbis but to Ultravertex or TemplateMonster.com who had represented that they had the right or authority to license the images to third parties.

35. At all times, TemplateMonster.com and Ultravertex displayed and continue to display and distribute and create derivative works of copies of the Corbis Images without license or other authorization from Corbis.

36. Corbis exclusively owns or controls the registered copyrights to the Corbis Images.

FIRST CLAIM FOR RELIEF
DIRECT COPYRIGHT INFRINGEMENT

37. Corbis repeats and realleges the allegations of Paragraphs 1 through 36 as if fully set forth herein.

38. Corbis holds valid and exclusive registered copyrights to the Corbis Images that are the subject of this action as evidenced by the copyright registration certificates referenced in Exhibit A.

39. Upon information and belief, defendants reproduced, distributed and displayed those Corbis Images without Corbis' authorization, and defendants continue to do so.

40. The actions and conduct by defendants as described above infringe upon the exclusive rights of Corbis granted by Section 106 of the Copyright Act, 17 U.S.C. § 106, to display, reproduce, and distribute the registered copyright works to the public.

41. Such actions and conduct by defendants constitute copyright infringement under Section 501 of the Copyright Act, 17 U.S.C. § 501.

42. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

43. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual damages and profits or statutory

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damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

44. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

SECOND CLAIM FOR RELIEF
CONTRIBUTORY COPYRIGHT INFRINGEMENT

45. Corbis repeats and realleges the allegations of Paragraphs 1 through 44 as if fully set forth herein.

46. Defendants have induced, caused, and/or materially contributed to the unauthorized reproduction and distribution of the Corbis Images, all while knowing of the infringement, and defendants continue to do so.

47. Upon information and belief, defendants have derived substantial and direct financial benefit from infringement of the Corbis Images on websites and in publications, including but not limited to the TemplateMonster.com website, the Ultravertex website, and the websites and publications of TemplateMonster.com's and Ultravertex's customers, and defendants continue to derive substantial and direct financial benefit from such infringement.

48. Defendant's actions alleged herein constitute contributory copyright infringement in violation of the Copyright Act, 17 U.S.C. §§ 101 *et seq.*

49. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

50. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

51. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis.

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Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

THIRD CLAIM FOR RELIEF
VICARIOUS COPYRIGHT INFRINGEMENT

52. Corbis repeats and realleges the allegations of Paragraphs 1 through 51 as if fully set forth herein.

53. At all times material hereto, defendants had the right and ability to supervise the infringement of the Corbis Images available on TemplateMonster.com and Ultravertex and had a direct financial interest in that infringement.

54. Upon information and belief, defendants have derived and continue to derive substantial and direct financial benefit from infringement of the Corbis Images.

55. Defendants actions alleged herein constitute vicarious copyright infringement in violation of the Copyright Act, 17 U.S.C. §§ 101 *et seq.*

56. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

57. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

58. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

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FOURTH CLAIM FOR RELIEF
INDUCEMENT TO INFRINGE COPYRIGHT

59. Corbis repeats and realleges the allegations of Paragraphs 1 through 58 as if fully set forth herein.

60. Defendants have developed various Internet websites, website templates, and other business operations (hereinafter, "Infringement Inducing Operations") with the object of promoting their use to infringe copyright.

61. Specifically, defendants promoted, facilitated, and enabled—and continue to promote, facilitate, and enable—third-party purchasers of website templates (hereinafter, "Infringing Third Parties") to copy, display, and distribute the Corbis Images.

62. The Infringing Third Parties have in fact downloaded the Corbis Images using defendants' Infringement Inducing Operations and reproduced and republished them, thereby infringing Corbis' copyright.

63. Defendants' promotion of copyright infringement was and is purposeful. Defendants advertise and solicit the sale of Corbis Images on TemplateMonster.com and Ultravertex using, among other things, so-called partnership programs, free trial subscriptions, links to "featured" website templates, and other forms of Internet advertising.

64. Defendants knew of the Infringing Third Parties' copyright infringement.

65. Defendants made no attempts to filter copyrighted content from their Infringement Inducing Operations or to discourage infringement, but instead promoted, facilitated, enabled, and profited from the Infringing Third Parties by charging them for use of the Corbis Images.

66. Defendants are liable for the acts of infringement that result from the Infringing Third Parties' use of the Infringement Inducing Operations.

67. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

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68. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

69. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

FIFTH CLAIM FOR RELIEF
DIGITAL MILLENNIUM COPYRIGHT ACT VIOLATION

70. Corbis repeats and realleges the allegations of Paragraphs 1 through 69 as if fully set forth herein.

71. Upon information and belief, defendants removed or altered, and continue to remove or alter, some or all of the CMI from the Corbis Images without the authority of Corbis or the law. Defendants' removal or alteration of the CMI knowing that it will induce, enable, facilitate, or conceal infringement of the Corbis Images violates the Digital Millennium Copyright Act, ("DMCA") 17 U.S.C. § 1202(b)(1).

72. Upon information and belief, Defendants distributed and continue to distribute copies of the Corbis Images knowing that the CMI has been removed or altered without authority of the copyright owner or the law, and that it will induce, enable, facilitate, or conceal infringement. This conduct violates 17 U.S.C. § 1202(b)(3).

73. Upon information and belief, defendants provided and distributed, and continue to provide and distribute, false CMI knowingly and with the intent to induce, enable, facilitate, or conceal infringement in violation of 17 U.S.C. § 1202(a).

74. These DMCA violations have facilitated, encouraged and enabled the direct, contributory, vicarious, and induced copyright infringement that Corbis alleges above in its first through fourth claims for relief. Specifically, the violations have allowed defendants to distribute and sell, or to promote the distribution and sale, of the Corbis Images to Infringing

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Third Parties, and these Infringing Third Parties to further copy and distribute the Corbis Images, all without notice or disclosure of Corbis' copyrights.

75. The conduct of defendants, and each of them, was intentional, willful, malicious, fraudulent and calculated to injure Corbis and infringe the Corbis Images.

76. As a result of the copyright infringement described above, Corbis is entitled to relief including, but not limited to, injunctive relief, actual or statutory damages in the maximum amount allowed by law, statutory costs and attorney's fees, and prejudgment interest.

77. Corbis has no adequate remedy at law to protect its rights in the Corbis Images and to prevent defendants from continuing to infringe the Corbis Images and to injure Corbis. Corbis has suffered and is continuing to suffer irreparable injury from defendants' conduct as alleged.

**SIXTH CLAIM FOR RELIEF
CONVERSION UNDER FLORIDA COMMON LAW AND
CIVIL THEFT UNDER FL. ANN. STAT. § 812.014**

78. Corbis repeats and realleges the allegations of Paragraphs 1 through 77 as if fully set forth herein.

79. At all relevant times, Corbis owned the copyright interests in the Corbis Images.

80. The defendants illegally obtained the Corbis Images and distributed them for profit.

81. In doing so, the defendants wrongfully converted Corbis' ownership interests in the Corbis Images to their own use, depriving Corbis of the legal rights and benefits incident to the ownership thereof, which proximately caused damage to Corbis.

82. The defendants willfully and knowingly acted to damage Corbis' interests, did so with malice, oppression, and fraud, and in conscious disregard of Corbis' rights.

83. Corbis is entitled to damages in an amount to be determined at trial, as well as an award of punitive damages under common law or triple damages under Fl. Ann. Stat. § 772.11.

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SEVENTH CLAIM FOR RELIEF
RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS (RICO) ACT

84. Corbis repeats and realleges the allegations of Paragraphs 1 through 83 as if fully set forth herein.

85. During all relevant times and continuing through the filing of this Complaint, conspirators were persons associated-in-fact with an enterprise engaging in interstate and foreign commerce and activities which affect interstate and foreign commerce. This enterprise is made up of Igor Lognikov, the Website Entities, and the third-party online payment services that have processed and continue to process payments for licenses of website templates or images from TemplateMonster.com and Ultravertex, including but not limited to ChronoPay, B.V., MoneyBookers Ltd., WebMoney, Order By Wire Transfer, 2Checkout.com, Inc., and PayPal (collectively the "Conspirators"). Although the third-party online payment services are not named as defendants to this action, they are members of the RICO conspiracy alleged herein.

86. The Conspirators and each of them, for the purposes of executing and attempting to execute the scheme to improperly garner revenues from the intellectual property of Corbis and to unfairly compete with Corbis, by means of tortious, fraudulent and criminal conduct, did and do unlawfully, willfully and knowingly conduct and participate, directly and indirectly, in the conduct of said enterprise's affairs through a pattern of racketeering activity. Their actions include multiple, related acts in violation of: (1) Willful Infringement of a Copyright, 18 U.S.C. § 2319 and 17 U.S.C. § 506; (2) Wire Fraud, 18 U.S.C. § 1343; (3) Interstate Commerce of Stolen Goods, Wares, or Merchandise, 18 U.S.C. § 2314; (4) Sale of Stolen Goods 18 U.S.C. § 2315; and (5) Engaging in Monetary Transactions in Proceeds from Specified Unlawful Activities, 18 U.S.C. § 1957.

87. The enterprise as described herein is at all relevant times a continuing enterprise because it was designed to, did cause, and is continuing to cause defendants to improperly garner revenues from the intellectual property of Corbis and to unfairly compete with Corbis. The conduct of the enterprise continues through the date of this Complaint and is ongoing by virtue

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of the defendants' continued exploitation of images stolen from Corbis and continued processing of payments for the stolen Corbis images through the third-party online payment services.

88. The pattern of racketeering activity, as defined by 18 U.S.C. §§ 1961(1) and (5), presents both a history of criminal conduct and a distinct threat of continuing criminal activity. Such activity consists of multiple acts of racketeering by each Conspirator herein, is interrelated, not isolated and is perpetrated for the same or similar purposes by the same persons. Such activity extends over a substantial period of time, up to and beyond the date of this Complaint. Such activities occurred after the effective date of 18 U.S.C. §§ 1961 et seq., and the last such act occurred within 10 years after the commission of a prior act of racketeering activity. These racketeering activities included repeated acts of:

(a) **Willful Infringement of a Copyright:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other and the remaining Conspirators, willfully infringed Corbis' copyrights by reproducing, distributing and displaying the Corbis Images, which have a total retail value of more than \$1,000, without Corbis' authorization, and did so for commercial advantage and/or private financial gain and within one or more 180 day periods. Such acts are in violation of 18 U.S.C. § 2319 and 17 U.S.C. § 506.

(b) **Wire Fraud:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other, and the remaining Conspirators, devised or intended to devise a scheme or artifice to defraud, and obtained money or property by means of false or fraudulent pretenses, representations, or promises, transmitted or caused to be transmitted by means of wire, in interstate or foreign commerce, the Corbis Images for the purpose of executing such scheme or artifice. Such acts are in violation of 18 U.S.C. § 1343. Acts of fraud include: (1) the defendant Conspirators or agents

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thereof obtained the Corbis Images unlawfully or under false pretenses that they were merely sampling the Corbis Images from Corbis' website for purposes of evaluating a purchase, while actually intending to take them for illegal resale; (2) the defendant Conspirators altered or removed some or all of the CMI from the Corbis Images in order to conceal their infringement of the Corbis Images; (3) the defendant Conspirators added their own watermark reading "Ultravertex" on many of the Corbis Images to conceal their infringement; (4) the defendant Conspirators used false company information, including invalid and non-existent addresses, to register domain names of websites that they used to market and sell the Corbis Images; (5) the defendant Conspirators used false company information on or in connection with doing business through these same websites; and (6) the defendant Conspirators distributed for personal profit 623 Corbis Images under the false pretense that they owned the copyright or had other authority to license the Images.

(c) **Interstate Commerce of Stolen Goods, Wares, or Merchandise:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other, and the remaining Conspirators, did transport, transmit, or transfer in interstate or foreign commerce goods, wares, or merchandise, of more than \$5,000 in value, knowing the same to have been being stolen, unlawfully converted, or taken by fraud. Such acts are in violation of 18 U.S.C. § 2314.

(d) **Sale or receipt of stolen goods:** As described above, the defendant Conspirators and their employees or agents acting on their behalf, aided and abetted by each other, and the remaining Conspirators, did receive, possess, conceal, store, barter, sell, or dispose of any goods, wares, merchandise, securities

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or money, of the value of \$5,000 or more, which crossed a State or United States boundary after being stolen, unlawfully converted, or taken.

(e) Monetary Transactions in Proceeds from Specified Unlawful Activities: As described above, the defendant Conspirators, aided and abetted by each other, and the remaining Conspirators, knowingly engaged or attempted to engage in a monetary transaction in criminally derived property of a value greater than \$10,000, which property was or would have been derived from specified unlawful activity. The defendant Conspirators committed or attempted to commit that offense in the United States (or in any special maritime and territorial jurisdiction of the United States) or as United States persons outside the United States (or any special jurisdiction). Such actions are in violation of 18 U.S.C. § 1957.

The persons alleged herein to have violated 18 U.S.C. § 1962(c) are separate from, though employed by or associated with, the defendants.

89. Each Conspirator had a role in the racketeering activity that was distinct from the undertaking of those acting on its behalf. Each Conspirator also attempted to benefit, and did benefit, from the activity of their employees and agents alleged herein, and thus were not passive victims of racketeering activity, but active perpetrators.

90. Corbis has been injured in its business or property as a direct and proximate result of the defendant Conspirators' violations of 18 U.S.C. § 1962(c), including injury by reason of the predicate acts constituting the pattern of racketeering activity.

91. Corbis has been injured, at a minimum, in its valuable business and property by the actions of the defendant Conspirators in unlawfully preventing and interfering with its ability to compete fairly for the ability to sell the Corbis Images and because the rights to exclusively control the distribution of these Images has been invaded.

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92. As a result of the violations of 18 U.S.C. § 1962(c) by the defendants, Corbis has suffered substantial damages in an amount to be proved at trial.

93. Pursuant to 18 U.S.C. § 1964(c), Corbis is entitled to recover treble its general and special compensatory damages, plus interest, costs and attorney's fees, incurred by reason of defendants' violations of 18 U.S.C. § 1962(c).

94.

EIGHTH CLAIM FOR RELIEF
CONSPIRACY TO VIOLATE RICO

95. Corbis repeats and realleges the allegations of Paragraphs 1 through 93 as if fully set forth herein.

96. During all relevant times and continuing through the time of filing this Complaint, Conspirators willfully, knowingly and unlawfully, did conspire, combine, confederate and agree together, and with various other persons whose names are both known and unknown, to violate 18 U.S.C. § 1962(c).

97. These Conspirators were and are associated-in-fact with an enterprise engaged in interstate and foreign commerce and activities which affect interstate and foreign commerce. Specifically, the Conspirators, constituting a group of persons associated-in-fact, did unlawfully, willfully and knowingly participate in and conduct, directly and indirectly, said enterprise's affairs through a pattern of racketeering activity.

98. The pattern of racketeering activity, as defined by 18 U.S.C. §§ 1961(1) and (5) included: (1) Willful Infringement of a Copyright, 18 U.S.C. § 2319 and 17 U.S.C. § 506; (2) Wire Fraud, 18 U.S.C. § 1343; (3) Interstate Commerce of Stolen Goods, Wares, or Merchandise, 18 U.S.C. § 2314; (4) Sale of Stolen Goods 18 U.S.C. § 2315; and (5) Engaging in Monetary Transactions in Proceeds from Specified Unlawful Activities, 18 U.S.C. § 1957.

99. Conspirators, and each of them, for the purposes of executing and attempting to execute the scheme to improperly garner revenues from the intellectual property of Corbis and to unfairly compete with Corbis, by means of tortious, fraudulent and criminal conduct, did and do

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unlawfully, willfully and knowingly conduct and participate, directly and indirectly, in the conduct of said enterprise's affairs through a pattern of racketeering activity, as more fully set forth above.

100. In furtherance of this unlawful conspiracy, and to effect its objectives, Conspirators committed numerous overt acts, including but not limited to those set forth above.

101. Corbis has been injured in its business or property by reasons of defendants' violations of 18 U.S.C. § 1962(d), including injury by reason of the predicate acts constituting the pattern of racketeering injury.

102. As a result of the conspiracies between and among all Conspirators to violate 18 U.S.C. § 1962(c), Corbis has suffered substantial damages, in an amount to be proved at trial.

103. Pursuant to 18 U.S.C. § 1964(c), Corbis is entitled to recover treble its general and special compensatory damages, plus interest, costs and attorney's fees, by reason of Conspirators' violation of 18 U.S.C. § 1962(d).

RELIEF REQUESTED

WHEREFORE, Corbis prays for relief as follows:

1. For a judgment that defendants have knowingly and willfully infringed Corbis' copyrights in the Corbis Images;
2. For a judgment that defendants have (i) knowingly and willfully altered or removed the CMI associated with the Corbis Images, (ii) knowingly and willfully distributed works knowing that the CMI was removed or altered, and (iii) knowingly and willfully produced and distributed false CMI, all with the intent to induce, enable, facilitate or conceal their infringement of the Corbis Images;
3. For a judgment that defendants have knowingly and willfully converted Corbis' ownership interests in the Corbis Images to their own use, depriving Corbis of the legal rights and benefits incident to the ownership thereof, with malice, oppression, and fraud, and in conscious disregard of Corbis' rights;

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4. For a judgment that defendants have knowingly and willfully violated the RICO Act, 18 U.S.C. §§ 1962(c) & (d);
5. For an order under 17 U.S.C. §§ 502(a) and 1203(b)(1) enjoining defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, during the pendency of this action from directly or indirectly infringing any of the Corbis Images, as detailed in Corbis' *ex parte* motion;
6. For an order under 17 U.S.C. §§ 503(a) and 1203(b)(2) enjoining defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, to turn over for impoundment, to remain in the custody of Corbis' counsel during the pendency of this action, all copies, electronic and physical, in the defendants' possession, custody, or control of any of the Corbis Images, including but not limited to all copies of the Corbis Images and all storage media, including but not limited to computer disks, hard drives, servers, CDs, DVDs, and storage tapes, on which defendants have stored such images, as detailed in Corbis' *ex parte* motion;
7. For an order requiring that defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order issued under 17 U.S.C. §§ 503(a) and 1203(b)(2), as detailed in Corbis' *ex parte* motion;
8. For an order requiring the repatriation of any foreign assets of the defendants and that during the pendency of this action defendants' assets be frozen, as detailed in Corbis' *ex parte* motion;
9. For an order that during the pendency of this action defendants, including their directors, officers, agents, servants, employees, and all other persons in active

CASE NO. _____

- concert, privity, or participation with them, are required to maintain records and are enjoined from disposing of records, as detailed in Corbis' *ex parte* motion;
10. For an order under 17 U.S.C. §§ 502(a) and 1203(b)(1) permanently enjoining defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, from directly or indirectly infringing any of the Corbis Images;
 11. For an order under 17 U.S.C. §§ 503(b) and 1203(b)(6) that all copies, electronic and physical, of any of the Corbis Images and all storage media on which such images are stored that are in defendants' possession, custody, or control, or impounded under 17 U.S.C. §§ 503(a) and 1203(b)(2), be destroyed, disposed of, or otherwise remedially modified;
 12. For an order requiring that defendants, including their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, permit an agent of Corbis to inspect their premises to ensure compliance with the Court's order under 17 U.S.C. §§ 503(b) and 1203(b)(6) regarding destruction, disposal, or remedial modification of copies of the Corbis Images and storage media on which such images are stored;
 13. For an order that defendants terminate the Internet websites www.templatemonster.com, www.ultravertex.com, www.templatetuning.com, www.template-help.com, www.template-delivery.com, www.mytemplatestorage.com, www.inverse-logic.com, www.site2you.com, and www.webdesign.org and transfer ownership of the above-referenced Internet domain names to Corbis;
 14. For triple damages under 18 U.S.C. § 1964(c);
 15. For triple damages under Fla. Ann. Stat. § 772.11;
 16. For compensatory damages for defendants' wrongful acts set out above and for punitive damages for defendants' willful and reckless indifference to Corbis'

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rights;

17. For an award of Corbis' actual damages and defendants' profits in such amounts as may be found under 17 U.S.C. §§ 504(b) and 1203(c)(2);
18. Alternatively, at Corbis' election, for statutory damages under 17 U.S.C. § 504(c) in an amount up to \$150,000 per image for a total of \$93,450,000.00, and under 17 U.S.C. § 1203(c)(3) in an amount up to \$25,000 per image for a total of \$15,575,000.00, for a combined total of up to \$109,025,000.00;
19. For an award of costs and attorney's fees pursuant to 17 U.S.C. §§ 505 and 1203 and 18 U.S.C. § 1964(c);
20. For an accounting and disgorgement of all gains, profits, and advantages derived from defendants' acts of infringement and other violations of law;
21. For a constructive trust for Corbis' benefit containing all gains, profits, and advantages derived from defendants' acts of infringement and other violations of law, including but not limited to funds held in bank accounts of defendants, including accounts maintained by their directors, officers, agents, servants, employees, and all other persons in active concert, privity, or participation with them, defendants' Internet domain names, and defendant Igor Lognikov's 2006 BMW 650i, VIN number WBAEK134X6CN77496;
22. For pre-judgment and post-judgment interest; and
23. For further damages according to proof and for such other and further relief as the Court deems just and equitable.

DATED: June 28, 2006

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Respectfully submitted,

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Florida Bar No. 013048
RONNIE FERNANDEZ
Florida Bar No. 336520

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Facsimile: (650) 801-5100

EXHIBIT "A"

ImageID	Status	Copyright Date	Certificate
AX041216	Registered	1/9/2002	VA 1-182-002
RR014834	Registered	7/31/1998	VA 924-488
7226	Registered	6/5/2000	VA 1-021-388
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AX036368	Registered	12/12/2001	VAu 546-092
AX036527	Registered	12/12/2001	VAu 546-092
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CO-011-0003	Registered	8/15/2002	VA 1-145-485

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WY001022	Registered	1/14/1999	VA 1-038-658
WY001031	Registered	1/14/1999	VA 1-038-658
WY001142	Registered	1/14/1999	VA 1-038-658
WY001144	Registered	1/14/1999	VA 1-038-658
WY002517	Registered	3/16/2001	VA 1-115-519
WY002548	Registered	3/16/2001	VA 1-115-519
YA007495	Registered	11/6/1997	VA 863-785
YA017040	Registered	1/14/1999	VA 1-038-658
YS001003	Registered	3/16/2001	VA 1-115-519
ZZFM001130	Registered	9/18/2000	VA 1-043-062
ZZFM001143	Registered	1/8/2001	VA 1-108-940
AX001976	Registered	1/14/1999	VA 1-038-658

AX018489	Registered	6/5/2000	VA 1-021-389
AX050255	Registered	3/19/2003	VA 1-199-162
I-472-0105	Registered	8/15/2002	VA 1-145-485
JS12-4	Registered	3/16/2001	VA 1-115-519
JT88-7	Registered	3/16/2001	VA 1-115-519
LC002040	Registered	1/14/1999	VA 1-038-658
MB007813	Registered	11/6/1997	VA 863-783
ME017159	Registered	12/11/2001	VAu 552-907
MI-100-0339	Registered	8/15/2002	VA 1-154-033
MI-124-0108	Registered	8/15/2002	VA 1-145-485
MI-148-0106	Registered	8/15/2002	VA 1-145-485
MI-154-0124	Registered	8/15/2002	VA 1-145-485
N-032-0297	Registered	8/15/2002	VA 1-145-485
N-032-0320	Registered	8/15/2002	VA 1-154-033
NT5243325	Registered	8/15/2002	VA 1-145-485
NT5254495	Registered	8/15/2002	VA 1-145-485
NT5312273	Registered	8/15/2002	VA 1-145-485
NT5322994	Registered	8/15/2002	VA 1-145-485
NT5357232	Registered	8/15/2002	VA 1-145-485
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O-039-0445	Registered	8/15/2002	VA 1-145-485
O-048-0120	Registered	8/15/2002	VA 1-145-485
O-049-0630	Registered	8/15/2002	VA 1-154-033
O-051-0150	Registered	8/15/2002	VA 1-145-485
O-134-0109	Registered	8/15/2002	VA 1-145-485
OR004846	Registered	7/31/1998	VA 924-488
PBI-1315	Registered	1/14/1999	VA 1-038-658
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PE-008-0134	Registered	8/15/2002	VA 1-145-485

PE-014-0165	Registered	8/15/2002	VA 1-145-485
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PE-160-0132	Registered	8/15/2002	VA 1-145-485
PE-225-0357	Registered	8/15/2002	VA 1-145-485
PE-235-0131	Registered	8/15/2002	VA 1-145-485
PE-259-0168	Registered	8/15/2002	VA 1-145-485
PE-294-0110	Registered	8/15/2002	VA 1-145-485
PX003434	Registered	11/20/2001	VA 1-182-006
RC001482	Registered	11/6/1997	VA 863-783
RR001819	Registered	1/14/1999	VA 1-038-658
RR004430	Registered	1/14/1999	VA 1-038-658
RR007035	Registered	1/14/1999	VA 1-038-658
RR009567	Registered	1/14/1999	VA 1-038-658
RR011899	Registered	1/14/1999	VA 1-038-658
RR021961	Registered	3/16/2001	VA 1-115-519
RR022977	Registered	1/14/1999	VA 1-038-658
RW015167	Registered	11/6/1997	VA 863-783
SA002224	Registered	11/6/1997	VA 863-783
SC-006-0227	Registered	8/15/2002	VA 1-145-485
SC-006-0279	Registered	8/15/2002	VA 1-145-485
SC-029-0184	Registered	8/15/2002	VA 1-145-485
SC-032-0337	Registered	8/15/2002	VA 1-154-033
SC-049-0170	Registered	8/15/2002	VA 1-154-033
SC-072-0235	Registered	8/15/2002	VA 1-145-485
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SP-028-0110	Registered	8/15/2002	VA 1-154-033
SP-073-0133	Registered	8/15/2002	VA 1-145-485
SP-088-0298	Registered	8/15/2002	VA 1-145-485
SP-130-0142	Registered	8/15/2002	VA 1-145-485
SP-138-0142	Registered	8/15/2002	VA 1-145-485
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SP-157-0281	Registered	8/15/2002	VA 1-145-485
SP-157-0285	Registered	8/15/2002	VA 1-145-485
SP-210-0123	Registered	8/15/2002	VA 1-145-485
SP-247-0109	Registered	8/15/2002	VA 1-145-485
SP008560	Registered	11/6/1997	VA 863-783
SPA-04PB001-001	Registered	3/19/2001	VA 1-113-639
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T-088-0172	Registered	8/15/2002	VA 1-154-033
US-093-0106	Registered	8/15/2002	VA 1-145-485
US-228-0118	Registered	8/15/2002	VA 1-145-485
US-471-0115	Registered	8/15/2002	VA 1-145-485
US-495-0126	Registered	8/15/2002	VA 1-145-485
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WY002090	Registered	1/14/1999	VA 1-038-658
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228-AR-092-B1782	Registered	1/28/2003	VA 1-181-998
304-SC-009-W3581	Registered	12/3/2002	VA 1-181-996
50273	Registered	6/5/2000	VA 1-021-388
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62183	Registered	3/16/2001	VA 1-115-519
62976	Registered	3/16/2001	VA 1-115-519
63382	Registered	3/16/2001	VA 1-115-519
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74318	Registered	3/16/2001	VA 1-115-519
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AADA001035	Registered	1/18/2002	VA 1-132-628
AADA001059	Registered	2/26/2002	VA 1-126-803
AX036747	Registered	11/20/2001	VA 1-182-001
AAFC001017	Registered	8/15/2002	VA 1-154-033
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AG-082-0123	Registered	8/15/2002	VA 1-145-485
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AM-123-0112	Registered	8/15/2002	VA 1-154-033
AM-138-0001	Registered	8/15/2002	VA 1-145-485
AM-142-0106	Registered	8/15/2002	VA 1-145-485
AR-066-0112	Registered	8/15/2002	VA 1-145-485
AW002055	Registered	11/6/1997	VA 863-783
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AX014671	Registered	6/5/2000	VA 1-021-389
AX032335	Registered	3/19/2001	VA 1-113-639
AX032385	Registered	3/19/2001	VA 1-113-639
AX032502	Registered	3/19/2001	VA 1-113-639
AX034776	Registered	3/19/2001	VA 1-113-639
AX036559	Registered	12/12/2001	VAu 546-092
AX036638	Registered	12/12/2001	VAu 546-092
AX036744	Registered	11/20/2001	VA 1-182-001
AX040481	Registered	12/17/2001	VAu 524-351
AX041971	Registered	1/9/2002	VA 1-182-002
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AX045135	Registered	1/18/2002	VA 1-132-628
AX049074	Registered	1/23/2002	VAu 562-912
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AX051776	Registered	8/15/2002	VA 1-154-033
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AX063122	Registered	8/20/2002	VA 1-152-437
AX063310	Registered	8/20/2002	VA 1-152-437
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AX071603	Registered	9/25/2002	VA 1-199-164
AX073324	Registered	11/8/2002	VA 1-167-477
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CSM003235	Registered	8/15/2002	VA 1-145-485
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CSM003337	Registered	8/15/2002	VA 1-145-485
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I-544-0127	Registered	8/15/2002	VA 1-145-485
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FO-080-0113	Registered	8/15/2002	VA 1-145-485
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PE-265-0106	Registered	8/15/2002	VA 1-145-485
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RR018089	Registered	7/31/1998	VA 924-488
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US-470-0184	Registered	8/15/2002	VA 1-154-033
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AAHA001019	Registered	9/25/2002	VA 1-199-164
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AM-155-0102	Registered	8/15/2002	VA 1-145-485
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FL010426	Registered	3/16/2001	VA 1-115-519
JT88-7	Registered	3/16/2001	VA 1-115-519
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627-I-044-O6822	Registered	9/25/2002	VA 1-199-164
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CSM004236	Registered	8/20/2002	VA 1-152-437
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CU-112-0124	Registered	8/15/2002	VA 1-145-485
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FE-202-0109	Registered	8/15/2002	VA 1-145-485
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AX038569	Registered	11/20/2001	VA 1-182-006
AX040391	Registered	12/17/2001	VAu 524-351
AX040412	Registered	12/17/2001	VAu 524-351

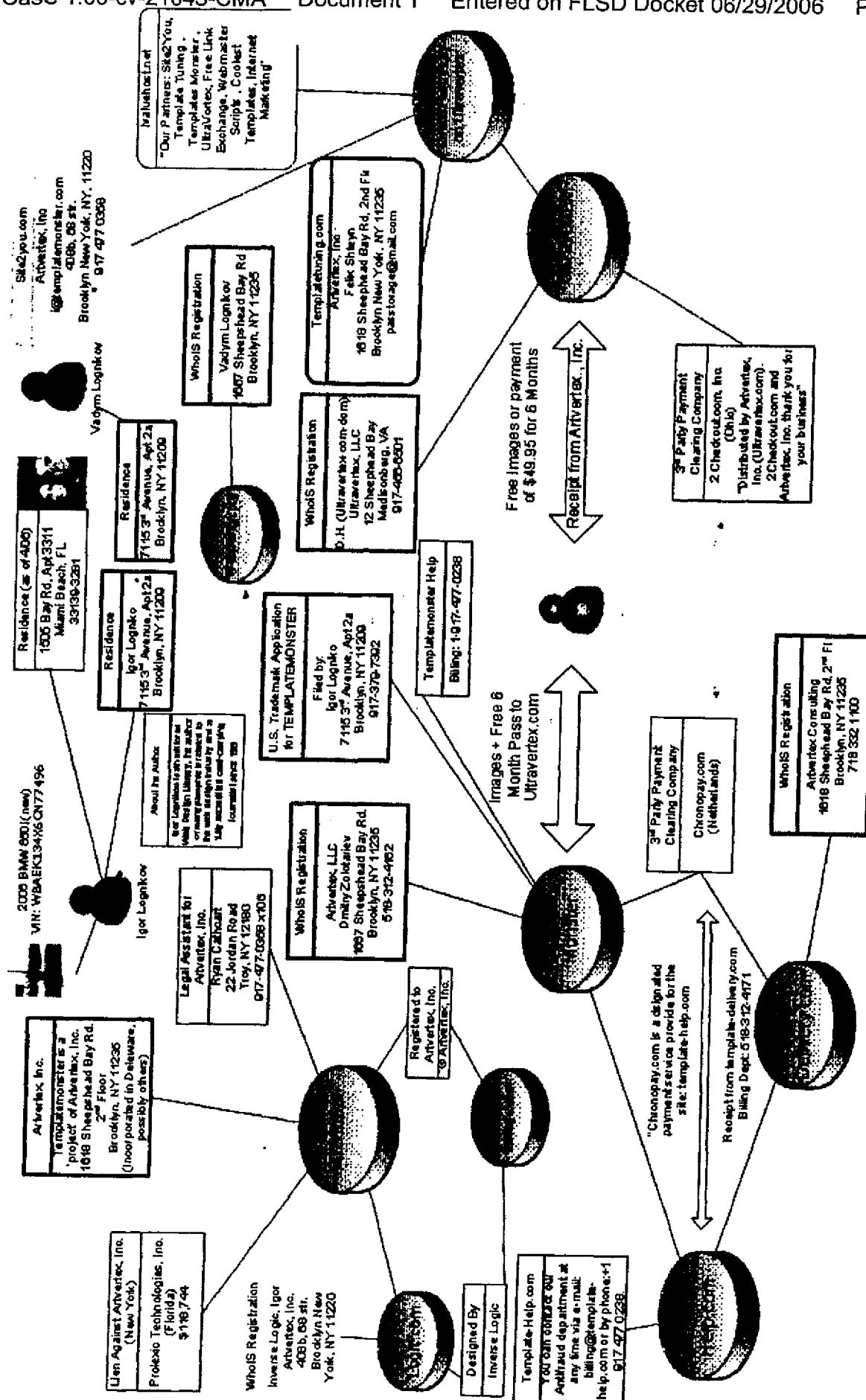
AX041860	Registered	1/9/2002	VA 1-182-002
AX041868	Registered	1/9/2002	VA 1-182-002
AX057533	Registered	8/15/2002	VA 1-154-033
AX059181	Registered	8/15/2002	VA 1-154-033
AX059590	Registered	8/15/2002	VA 1-145-485
CSM002614	Registered	8/15/2002	VA 1-154-033
FO-080-0108	Registered	8/15/2002	VA 1-145-485
NT1331784	Registered	8/15/2002	VA 1-145-485
NT2762792	Registered	8/15/2002	VA 1-145-485
NT5066494	Registered	8/15/2002	VA 1-145-485
NT5242366	Registered	8/15/2002	VA 1-145-485
NT5357208	Registered	8/15/2002	VA 1-145-485
NT5380012	Registered	8/15/2002	VA 1-145-485
NT5435156	Registered	8/15/2002	VA 1-145-485
NT5448384	Registered	8/15/2002	VA 1-145-485
NT5460761	Registered	8/15/2002	VA 1-145-485
NT5466250	Registered	8/15/2002	VA 1-145-485
PC006560	Registered	1/14/1999	VA 1-038-658
PE-039-0164	Registered	8/15/2002	VA 1-145-485
PE-039-0414	Registered	8/15/2002	VA 1-145-485
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PE-125-0281	Registered	8/15/2002	VA 1-145-485
PE-125-0356	Registered	8/15/2002	VA 1-145-485
PE-127-0310	Registered	8/15/2002	VA 1-145-485
PE-131-0103	Registered	8/15/2002	VA 1-145-485
PE-133-0187	Registered	8/15/2002	VA 1-154-033
PE-161-0184	Registered	8/15/2002	VA 1-145-485
PE-199-0105	Registered	8/15/2002	VA 1-145-485
PE-203-0130	Registered	8/15/2002	VA 1-145-485
PE-203-0264	Registered	8/15/2002	VA 1-145-485
RR007804	Registered	1/14/1999	VA 1-038-658
UB005113	Registered	11/6/1997	VA 863-783

US-484-0105	Registered	8/15/2002	VA 1-145-485
US-487-0103	Registered	8/15/2002	VA 1-145-485
WE001153	Registered	7/31/1998	VA 924-488
WE001153	Registered	7/31/1998	VA 924-488
WE001153	Registered	7/31/1998	VA 924-488
WE001153	Registered	7/31/1998	VA 924-488
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WE001153	Registered	7/31/1998	VA 924-488
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IH205080	Registered	1/14/1999	VA 1-038-658
AD001240	Registered	1/14/1999	VA 1-038-658
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5648V1	Registered	6/5/2000	VA 1-021-388
6357	Registered	3/16/2001	VA 1-115-519
6596	Registered	3/16/2001	VA 1-115-519
31477	Registered	3/16/2001	VA 1-115-519
31515	Registered	6/5/2000	VA 1-021-388
53590	Registered	3/16/2001	VA 1-115-519
54105	Registered	3/16/2001	VA 1-115-519
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56837	Registered	3/16/2001	VA 1-115-519
57227	Registered	3/16/2001	VA 1-115-519
58374	Registered	3/16/2001	VA 1-115-519
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64061	Registered	3/16/2001	VA 1-115-519
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71233	Registered	3/16/2001	VA 1-115-519
71281	Registered	1/14/1999	VA 1-038-658
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AABN001068	Registered	12/17/2001	VAu 524-351
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AX032944	Registered	3/19/2001	VA 1-113-639
NT5380012	Registered	8/15/2002	VA 1-145-485
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US-276-0119	Registered	8/15/2002	VA 1-145-485
US-288-0111	Registered	8/15/2002	VA 1-145-485
US-336-0101	Registered	8/15/2002	VA 1-145-485
US-385-0135	Registered	8/15/2002	VA 1-145-485
US-385-0138	Registered	8/15/2002	VA 1-145-485
US-385-0142	Registered	8/15/2002	VA 1-145-485
US-488-0155	Registered	8/15/2002	VA 1-154-033
US-488-0159	Registered	8/15/2002	VA 1-154-033
US-489-0109	Registered	8/15/2002	VA 1-145-485
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EXHIBIT "B"



JS 44 (Rev. 11/05)

CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1994, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

NOTICE: AMERICAN BAR ASSOCIATION (ABA) FORM 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

I. (a) PLAINTIFFS

Corbis Corporation

(b) County of Residence of First Listed Plaintiff King County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Lori A. Sochin, Esq., Ronnie Fernandez, Esq., Greenberg Traurig, P.A.,
1221 Brickell Avenue, Miami, Florida 33131
(305) 579-0500

DEFENDANTS

Igor Lognikov; Artvertex, Inc.; Artvertex, LLC; Artvertex
Consulting; Ultravertex Llc; Ultravertex.Com, Inc.; et al.County of Residence of First Listed Defendant Miami-Dade County
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT
LAND INVOLVED.

Attorneys (If Known)

MAGIS

(d) Check County Where Action Arose: ☒ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE
HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ PTF ☐ DEF ☒ PTF ☐ DEF
- Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4
- Citizen of Another State ☐ 2 ☐ 2 ☒ Incorporated and Principal Place of Business in Another State ☐ 5 ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 ☐ Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 424 Copyrights	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 425 Patent	<input type="checkbox"/> 440 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 426 Trademark	<input type="checkbox"/> 450 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 427 Social Security	<input type="checkbox"/> 460 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 428 HIA (1395ff)	<input type="checkbox"/> 470 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 429 Black Lung (923)	<input type="checkbox"/> 480 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 430 DIWC/DIWW (405(g))	<input type="checkbox"/> 490 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act	<input type="checkbox"/> 431 SSID Title XVI	<input type="checkbox"/> 500 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 432 RS1 (405(g))	<input type="checkbox"/> 510 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 433 FEDERAL TAX SUITS	<input type="checkbox"/> 520 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 434 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 530 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 410 Voting	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 435 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 540 Economic Stabilization Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 420 Employment			<input type="checkbox"/> 550 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 430 Housing/Accommodations			<input type="checkbox"/> 560 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Welfare			<input type="checkbox"/> 570 Freedom of Information Act
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 445 Amor. w/Disabilities - Employment			<input type="checkbox"/> 580 Appeal of Fee Determination Under Equal Access to Justice
	<input type="checkbox"/> 446 Amor. w/Disabilities - Other			<input type="checkbox"/> 590 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights			
	<input type="checkbox"/> 410 Prisoner Petitions			
	<input type="checkbox"/> 510 Motions to Vacate Sentence			
	<input type="checkbox"/> 530 General			
	<input type="checkbox"/> 535 Death Penalty			
	<input type="checkbox"/> 540 Mandamus & Other			
	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 555 Prison Condition			

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed (see VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

(See instructions second page):

a) Re-filed Case ☐ YES ☒ NOb) Related Cases ☐ YES ☒ NO

JUDGE

DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §§ 1331 and 1338(a) and 18 U.S.C. § 1964

LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE

FOR OFFICE USE ONLY

AMOUNT

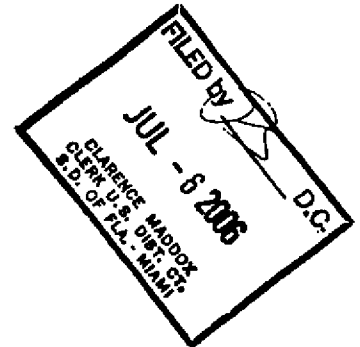
RECEIPT #

6/28/06

06/29/06

EXHIBIT F

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 06-21643-Civ-Altonaga/Turnoff



CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM;
INVERSE-LOGIC; SITE2YOU.COM;
CALLAWAY ALLIANCE, INC.; COLMAN
ALLIANCE LLC; WEB DESIGN LIBRARY;
and DOES 1-50,

Defendants.

**ORDER GRANTING CORBIS CORPORATION'S APPLICATION
FOR A PRELIMINARY INJUNCTION; FOR IMPOUNDMENT;
FOR INSPECTION OF THE PREMISES; FOR A FREEZE
AND REPATRIATION OF ASSETS; AND FOR RETENTION OF RECORDS**

The Court this day, July 6, 2006, has before it the following papers submitted by plaintiff Corbis Corporation ("Corbis"): the Complaint filed in this action, an *Ex Parte* Application for a Temporary Restraining Order and for Order to Show Cause re: Preliminary Injunction, the supporting Memorandum of Points and Authorities, the supporting Declarations of David Weiskopf, Michael F. Falsone, Eric A. Berger, Andrew Oberfeldt, and Laura C. Pirri and

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DS

CASE NO. 06-21643-Civ-Altonaga/Turnoff

the Exhibits in support thereof, the Certificates of Service, and the oral and documentary testimony presented at the time of hearing.

Upon reading the papers on file in this action, and upon hearing and considering the arguments presented by counsel, the Court finds that there is good cause, and this is a proper case, for granting a preliminary injunction. Accordingly, pursuant to Rule 65(d) of the Federal Rules of Civil Procedure, the Court finds as follows:

1. Corbis has established that it is probable that Corbis will prevail at trial on the merits of its claims for relief against the defend

ants, and each of them;

2. There is a reasonable likelihood that Corbis will be irreparably injured if this preliminary injunction is not granted;

3. The balance of hardship tips sharply in Corbis' favor in that the hardship to defendants if this preliminary injunction is granted is outweighed by the hardship to Corbis if it is not granted; and

4. Entry of the preliminary injunction will serve the public interest.

ORDER TO CEASE AND DESIST COPYRIGHT INFRINGEMENT

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the defendants, Igor Lognikov; Artvertex, Inc.; Artvertex, LLC; Artvertex Consulting; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library (hereafter collectively, the "Defendants") and each of them, their agents, servants, and employees, all persons acting or purporting to act under their authority, direction, or control, and all persons acting in concert or

CASE NO. 06-21643-Civ-Altonaga/Turnoff

in participation with any of them who receive notice of this Order, shall be and are immediately restrained and enjoined pending final judgment in this action, or until otherwise ordered by this Court, from each and all of the following:

1. All copying, duplicating, reproduction or creation of derivative works of any images shown in Attachment A for which Corbis holds a United States Copyright Office registration certificate identified in Attachment B (hereinafter, the "Corbis Images").

2. All further publication, distribution, broadcasting or marketing of any of the Corbis Images;

3. Failing to disclose to Corbis' counsel of record within 12 hours of the receipt of this preliminary injunction: (a) the names, addresses, telephone numbers, facsimile numbers and email addresses (to the extent available to the Defendants, or any of them) of any and all persons that are participating or have been at any time participating in the copying, duplicating, reproducing, creating derivative works, publishing, distributing, broadcasting or marketing of any of the Corbis Images (hereinafter "Participating Third Parties").

4. Failing to notify orally and in writing, within 12 hours of the receipt of the preliminary injunction, all Participating Third Parties of this preliminary injunction (including providing a copy of the same to them), and instructing them that they are to immediately cease any further such copying, duplicating, reproducing, creating derivative works, publishing, distributing, broadcasting or marketing of Corbis Images.

5. Failing to obtain, within 48 hours of the receipt of the preliminary injunction, from all Participating Third Parties all copies of any of the Corbis Images.

6. Destroying, altering, or concealing any and all documentation of any kind, including electronic documentation (such as email, or computer generated or store data), relating

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to the creation, development, production, distribution, publication, broadcast, copying, reproduction and/or creation of derivative works of any of the Corbis Images.

7. Failing to cease the distribution, broadcast or transmission of any webpage or portion of any website on which any of the Corbis Images is located, including, but not limited to, www.templatemonster.com, www.ultravertex.com, www.template-tuning.com, www.template-help.com, www.template-delivery.com, www.mytemplatestorage.com, www.inverse-logic.com, www.site2you.com, and www.webdesign.org.

8. Failing to turn over for impoundment, to remain in the custody of Corbis' counsel during the pendency of this action, all copies, electronic and physical, in the defendants' possession, custody, or control of any of the Corbis Images, including but not limited to all copies of the Corbis Images and all storage media, including but not limited to computer disks, hard drives, servers, CDs, DVDs, and storage tapes, on which defendants have stored such images.

9. Failing to permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order.

ORDER TO FREEZE ASSETS

IT IS FURTHER ORDERED THAT the Defendants and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, distributors, corporations, subsidiaries, affiliates, successors, assigns, and those persons or entities in active concert or participation with them who receive actual notice of the order by personal service, facsimile, or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, except as agreed to in writing by counsel for Corbis, or as directed by further order of the Court, are hereby restrained and enjoined from directly or indirectly:

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1. Selling, liquidating, assigning, transferring, converting, loaning, encumbering, pledging, concealing, dissipating, spending, withdrawing, or otherwise disposing of any funds, real or personal property, or other assets or any interest therein, wherever located, including any assets outside the territorial United States, which are: (a) in the actual or constructive possession of any of the Defendants; (b) owned or controlled by, or held, in whole or in part, for the benefit of, or subject to access by, or belonging to, any of the Defendants; or (c) in the actual or constructive possession of, or owned or controlled by, or subject to access by, or belonging to, any corporation, partnership, trust or any other entity directly or indirectly owned, managed, or controlled by, or under common control with, any of the Defendants, including, but not limited to, the 2006 BMW 650i, VIN number WBAEK134X6CN77496, registered to Igor Lognikov, any assets held by or for any of the Defendants at any bank or savings and loan institution, or with any broker-dealer, escrow agent, title company, commodity trading company, precious metal dealer, payment service provider, or other financial institution or depository of any kind.

2. Opening or causing to be opened any safe deposit boxes titled in the name of any of the Defendants, or subject to access by any of the Defendants;

3. Incurring charges on any credit card issued in the name, singly or jointly, of any of the Defendants;

4. The funds, property and assets affected by this Section shall include both existing assets and assets acquired after the effective date of the order, including without limitation, those acquired by loan or gift. The Defendants shall hold all assets, including without limitation, payments, loans, and gifts, received after service of the Court's order; and

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5. Notwithstanding the asset freeze provisions above, the Defendants may pay reasonable, usual, ordinary, and necessary living expenses, and reasonable attorney's fees, after written prior approval by Corbis or as authorized by the Court.

For the purpose of this order, "asset" or "assets" means any legal or equitable interest in, right to, or claim to, any real and for personal property, including without limitation, chattels, goods, instruments, equipment, fixtures, general intangibles, leaseholds, mail or other deliveries, inventory, checks, notes, accounts, credits, contracts, receivables, shares of stock, and all cash, wherever located.

IT IS FURTHER ORDERED THAT any financial institution, person who at the time of receipt of a copy of this preliminary injunction is a creditor of any of the Defendants, or any person or other entity served with a copy of the Court's order, or who otherwise has actual knowledge of the order, that has possession, custody, or control of any account, asset, or document held on behalf of, or relating or belonging to, any of the Defendants, shall:

1. Hold and retain within such entity's or person's control, and prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, liquidation, or other disposal of any funds, documents, property, or other assets held by or under such entity's or person's control: (a) on behalf of, or for the benefit of any of the Defendants or other party subject to the asset freeze above; (b) in any account maintained in the name of, or subject to withdrawal by, any of the Defendants or other party subject to the asset freeze above; (c) that are subject to access or use by, or under the signatory power of, any of the Defendants or other party subject to the asset freeze above;

2. Deny access to any safe deposit boxes that are either: (a) titled in the name, individually or jointly, of any of the Defendants or other party subject to the asset freeze above;

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or (b) subject to access by any of the Defendants or other party subject to the asset freeze above;

3. Provide to counsel for Corbis, within three (3) business days, a statement setting forth: (a) the identification of each account or asset titled in the name, individually or jointly, or held on behalf of, or for the benefit of any of the Defendants or other party subject to the asset freeze above, whether in whole or in part; (b) the balance of each such account, or a description of the nature and value of such asset; (c) the identification of any safe deposit box that is either titled in the name of, individually or jointly, or is otherwise subject to access or control by any of the Defendants or other party subject to the asset freeze above, whether in whole or in part; and if the account, safe deposit box, or other asset has been closed or removed, the date closed or removed and the balance on said date;

The accounts subject to this provision include existing assets and assets deposited after the effective date of the order. This Section shall not prohibit transfers in accordance with any provision of the order, or any further order of the Court; and

Corbis is granted leave, pursuant to Fed. R. Civ. P. 45, to subpoena documents immediately from any such financial institution, account custodian, or other entity concerning the nature, location, status, and extent of any of the Defendants' assets, as well as compliance with the Court's order, and such financial institution, account custodian or other entity shall respond to such subpoena within five (5) business days after service.

ORDER TO REPATRIATE ASSETS AND RECORDS

IT IS FURTHER ORDERED THAT the Defendants repatriate documents and assets as follows:

1. Within three (3) business days following service of this preliminary injunction, take such steps as are necessary to repatriate to the United States all documents and assets that

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are located outside of such territory and are held by or for any of the Defendants or are under any of the Defendants' direct or indirect control, jointly, severally, or individually;

2. Within three (3) business days following service of this preliminary injunction, provide Corbis with a full accounting of all documents and assets that are located outside of the territory of the United States or that have been transferred to the territory of the United States pursuant to Subsection 1 above and are held by or for any of the Defendants or are under any of the Defendants' direct or indirect control, jointly, severally, or individually, including the names and addresses of any foreign or domestic financial institution or other entity holding the assets, along with the account numbers and balances;

3. Hold and retain all repatriated documents and assets and prevent any transfer, disposition, or dissipation whatsoever of any such documents or assets; and

4. Within three (3) business days following service of this preliminary injunction, provide Corbis access to the Defendants' records and documents held by financial institutions or other entities outside the territorial United States, by signing and delivering to Corbis' counsel the Consent to Release of Financial Records attached to the Court's order as Attachment C.

ORDER TO RETAIN RECORDS

IT IS FURTHER ORDERED THAT that the Defendants, and their officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, distributors, corporations, subsidiaries, affiliates, successors, assigns, and those persons or entities in active concert or participation with the Defendants who receive actual notice of the order by personal service, facsimile, or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby preliminarily enjoined from:

CASE NO. 06-21643-Civ-Altonaga/Turnoff

1. Failing to make and keep books, records, accounts, bank statements, current accountants' reports, general ledgers, general journals, cash receipts ledgers, cash disbursements ledgers and source documents, documents indicating title to real or personal property, and any other data which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of defendants; and

2. Destroying, erasing, mutilating, concealing, altering, transferring or otherwise disposing of, in any manner, directly or indirectly, any copies of the Corbis Images or documentation reflecting the receipt or procurement by any of the Defendants of any of the Corbis Images or any transmission or distribution of the same to any person; contracts; agreements; customer files; customer lists; customer addresses and telephone numbers; correspondence; advertisements; brochures; sales material; training material; sales presentations; documents evidencing or referring to any of the Defendants' products or services; data; computer tapes; disks; or other computerized records; books; written or printed records; handwritten notes; telephone logs; "verification" or "compliance" tapes or other audio or video tape recordings; receipt books; invoices; postal receipts; ledgers; personal and business canceled checks and check registers; bank statements; appointment books; copies of federal, state or local business or personal income or property tax returns; and other documents or records of any kind, including electronically-stored materials, that relate to the business practices or business or personal finances of any of the Defendants or other entities directly or indirectly under the control of the Defendants.

ORDER TO COMMENCE DISCOVERY

IT IS FURTHER ORDERED THAT the parties are exempted from the requirements of Rule 26(f) of the Federal Rules of Civil Procedure. Discovery shall commence immediately.

No later than ten (10) days after service of this Order on any Defendant, such Defendant is hereby ordered to inform Corbis in writing of the names, business addresses, business telephone numbers, business email addresses, home addresses, home telephone numbers, home email addresses, and other contact information of the officers and shareholders of such Defendant and of each and every other Defendant entity of which the served Defendant has knowledge or information. The information shall be provided under oath and verified by an appropriate officer of any responding corporate Defendant and for any individual Defendant by such individual.

Defendants, or any of them, may serve discovery by serving any discovery requests to Corbis' counsel of record in this action. Corbis may serve its discovery requests, whether directed to any Defendant or to any third party, on Defendants by email at the following email addresses:

chief@templatemonster.com, i@templatemonster.com, billing@templatemonster.com,
support@mytemplatestorage.com, marketing@templatemonster.com,
piracy@templatemonster.com, jobs@templatemonster.com, haust@europe.com,
billing@template-help.com, david@template-help.com, support@templatetuning.com,
allan@templatetuning.com, ccare@templatetuning.com, passtorage@mail.com, and
steve.chizmar@templatemonster.com.

* * *

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IT IS FURTHER ORDERED THAT this Order be served on the Defendants by email to the above-identified email addresses on or before July 10, 2006.

Dated: July 6, 2006

Cecilia M. Altonaga
UNITED STATES DISTRICT COURT JUDGE

Copies furnished to:

Lori A. Sochin, Esq.
Ronnie Fernandez, Esq.

ATTACHMENT C

Consent to Release of Financial Records

I, an officer of _____, do hereby direct any bank, trust company, or financial institution at which _____ has an account, and its officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Corbis Corporation, and to give evidence relevant thereto, in the matter of the *Corbis Corporation v. Lognikov et al.*, Case No. 06-21643-CIV, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as consent with respect thereto.

Dated: _____

Name and Title: _____

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 06-21643-W-Alfonso

- ☐ **DUE TO POOR QUALITY, THE ATTACHED
DOCUMENT IS NOT SCANNED**
-

ATTACHMENT(S) NOT SCANNED

- ☐ VOLUMINOUS (exceeds 999 pages = 4 inches)
☐ BOUND EXTRADITION PAPERS
☐ ADMINISTRATIVE RECORD (Social Security)
☐ ORIGINAL BANKRUPTCY TRANSCRIPT
☐ STATE COURT RECORD (Habeas Cases)
☐ SOUTHERN DISTRICT TRANSCRIPTS
☐ LEGAL SIZE
☐ DOUBLE SIDED
☒ PHOTOGRAPHS
☐ POOR QUALITY (e.g. light print, dark print, etc.)
☐ SURETY BOND (original or letter of undertaking)
☐ CD's, DVD's, VHS Tapes, Cassette Tapes
☐ OTHER = _____

EXHIBIT "A" AND "B"

PLEASE REFER TO COURT FILE

EXHIBIT G

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 06-21643-CIV-ALTONAGA/Turnoff

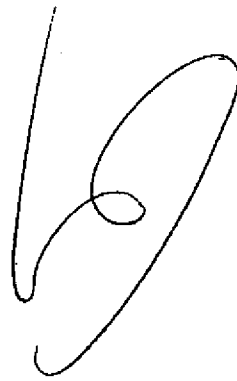
CORBIS CORPORATION,

Plaintiff,

vs.

IGOR LOGNIKOV; ARTVERTEX, INC.;
ARTVERTEX, LLC; ARTVERTEX
CONSULTING; ULTRAVERTEX LLC;
ULTRAVERTEX.COM, INC.;
ULTRAVERTEX, INC.;
TEMPLATEMONSTER.COM; TEMPLATE
TUNING; TEMPLATE-HELP.COM;
TEMPLATE-DELIVERY.COM;
MYTEMPLATESTORAGE.COM;
INVERSE-LOGIC; SITE2YOU.COM;
CALLAWAY ALLIANCE, INC.; COLMAN
ALLIANCE LLC; WEB DESIGN LIBRARY;
and DOES 1-50,

Defendants.



NIGHT BOX
FILED

JUL 25 2006

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

**CORBIS CORPORATION'S EX PARTE MOTION FOR AN ORDER TO SHOW CAUSE
WHY DEFENDANTS ARE NOT IN CONTEMPT OF THE COURT'S
TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

Plaintiff Corbis Corporation ("Corbis") hereby moves ex parte for an Order To Show Cause why the defendants Igor Lognikov; Artvertex, Inc.; Artvertex, LLC; Ultravertex LLC; Ultravertex.com, Inc.; Ultravertex, Inc.; TemplateMonster.com; Template Tuning; Template-Help.com; Template-Delivery.com; MyTemplateStorage.com; Inverse-Logic; Site2You.com; Callaway Alliance, Inc.; Colman Alliance LLC; and Web Design Library; (hereafter collectively, "Defendants") are not in contempt of this Court's Temporary Restraining Order, dated June 29, 2006, and Preliminary Injunction, dated July 6, 2006. Corbis' motion is based on the following papers: the *Ex Parte* Motion for an Order To Show Cause Why Defendants Are Not in



Contempt of the Court's Temporary Restraining Order and Preliminary Injunction, the supporting Memorandum of Points and Authorities, the supporting Declarations of Laura C. Pirri and Ronnie Fernandez and the Exhibits in support thereof, the Request for Expedited Hearing, and all other papers on file in this action.

This motion is brought on the grounds that the Defendants are in blatant violation of no less than twelve provisions of the Court's Temporary Restraining Order and Preliminary Injunction (collectively, the "Orders"). Pursuant to Local Rule 7.1(A)(3), undersigned counsel certifies that counsel for Corbis has conferred with defendants' counsel in a good faith effort to resolve the issues raised in this motion and has been unable to do so.

Specifically, on July 11, 2006, before the defendants appeared by counsel in the action, a person in the Legal Department of the defendant TemplateMonster.com telephoned counsel for Corbis. On the telephone call, Corbis's counsel asked the Legal Department representative to confirm that the defendants would comply with the Preliminary Injunction. The Legal Department representative replied that the defendants would not comply because they considered the Orders extreme and viewed themselves outside the Court's jurisdiction. On July 12, 2006, after defendants' counsel appeared, counsel for Corbis again asked that the defendants remedy immediately their violations of the Temporary Restraining Order and Preliminary Injunction. Counsel for Corbis identified with particularity the provisions that the defendants had violated. Defendants' counsel provided a cursory reply, failing to address most of the provisions identified and claiming compliance based on obviously false representations. On July 24, Corbis's counsel again insisted that the defendants comply with the same provisions. The defendants' response again was woefully incomplete and even controverted by representations made by the defendants on their own websites and in their press releases. Because the defendants are willfully refusing to comply with the Court's orders, Corbis brings this motion.

Corbis therefore requests that the Court schedule a hearing on an Order To Show Cause why the Defendants should not be (1) found in contempt for violating the terms of the Temporary Restraining Order and Preliminary Injunction; (2) compelled to comply with the

Preliminary Injunction; (3) ordered to pay a daily monetary fine in an amount to be determined by the Court for each additional day of noncompliance; (4) barred from filing any papers with the Court, demanding or obtaining discovery pursuant to outstanding discovery requests, serving new discovery, attending hearings, and otherwise defending this action for the duration of their noncompliance; or, alternatively, held to have defaulted with a default judgment entered against them; and (5) ordered to reimburse Corbis for its attorneys' fees incurred in bringing this motion in an amount to be determined.

Respectfully submitted,

QUINN EMANUEL URQUHART
OLIVER & HEDGES, LLP
Claude M. Stern (Bar No. 96737)
E-mail: claudestern@quinnemanuel.com
555 Twin Dolphin Drive, Suite 560
Redwood Shores, California 94065-2139
Telephone: (650) 801-5000
Facsimile: (650) 801-5100

-and-

GREENBERG TRAURIG, P.A.
Attorneys for Plaintiff
1221 Brickell Avenue
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Telephone: (305) 579-0500
Facsimile: (305) 579-0717
E-mail: sochinl@gtlaw.com
E-mail: fernandr@gtlaw.com

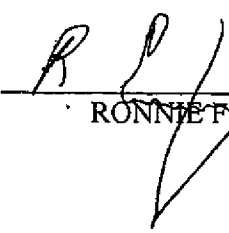
By: 

LORI A. SOCHIN
Florida Bar No. 013048
RONNIE FERNANDEZ
Florida Bar No. 336520

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of July, 2006, a true and correct copy of the foregoing was sent via facsimile, electronic mail, and U.S. Mail to **Richard S. Ross, Esq.**, Atrium Centre, 4801 S. University Drive, Suite 237, Ft. Lauderdale, FL 33328, and by electronic mail to all Defendants pursuant to the Court's Order Authorizing Service of Process Via Alternative Means at the following e-mail addresses:

allan@templatetuning.com; belarus_minsk@mail.ru; billing@template-help.com;
billing@templatemonster.com; ccare@templatetuning.com; checkout@template-
help.com; chief@templatemonster.com; david@template-help.com;
haust@europe.com; i@templatemonster.com; info@ultravertex.com;
jobs@templatemonster.com; marketing@templatemonster.com;
passtorage@mail.com; piracy@templatemonster.com;
steve.chizmar@templatemonster.com; support@mytemplatestorage.com;
support@site2you.com; support@templatetuning.com; tuning-support@template-
help.com; admin@atomictemplates.com; vady@templatemonster.com;
vipresellers-payments@template-help.com



RONNIE FERNANDEZ

EXHIBIT H

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

CASE NO. 06-21643-CIV-ALTONAGA/TURNOFF

CORBIS CORPORATION,

Plaintiff,

v.

IGOR LOGNIKOV, et al.

Defendants.

**LOGNIKOV AND TEMPLATE DEFENDANTS' RESPONSE TO PLAINTIFF'S
MOTION FOR ORDER TO SHOW CAUSE WHY DEFENDANTS ARE NOT IN
CONTEMPT OF THE COURT'S TEMPORARY RESTRAINING ORDER AND
PRELIMINARY INJUNCTION**

COME NOW, Defendants, IGOR LOGNIKOV; WEB DESIGN LIBRARY and ARTVERTEX, INC. (collectively "Lognikov Defendants"); and TEMPLATEMONSTER.COM; TEMPLATE TUNING; TEMPLATE-HELP.COM; TEMPLATE-DELIVERY.COM; MYTEMPLATESTORAGE.COM; SITE2YOU.COM; CALLAWAY ALLIANCE, INC. (collectively "Template Defendants"), by and through their undersigned counsel, who respectfully respond to Plaintiff's, CORBIS CORPORATION ("Corbis"), motion for order to show cause why defendants are not in contempt of the court's temporary restraining order and preliminary injunction (collectively "PI"). The supporting declarations from litigation counsel for Corbis and attached exhibits do not prove, by clear and convincing evidence, that the Lognikov Defendants or the Template Defendants have failed to comply with the PI. Accordingly, the motion for order to show cause should be denied.

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RESPONSE TO PRELIMINARY STATEMENT

1. The Lognikov Defendants and Template Defendants

From the outset, the preliminary statement lumps all defendants together. The Lognikov Defendants and Template Defendants (together "Defendants") respectfully point out that it would be inappropriate to penalize the Defendants for any noncompliance by other defendants. *See McGregor v. Chierico*, 206 F. 3d 1378 (11th Cir. 2000)(district court improperly lumped together all defendants without considering weight of the evidence as applied to each defendant).

2. The complaint

Corbis' complaint alleges a vast conspiracy by the defendants to pirate 623 photographic images. Corbis' website contends that it licenses more than 70,000,000 images.¹ *See* Exhibit A. Corbis rushed to court, without providing actual notice to any defendant, and obtained extraordinary relief, without security, *see* Fed.R.Civ.P. 65(c), based merely on affidavit representations that it owned certain copyright registrations that allegedly protect individual photographic images. However, Corbis chose not to include the registrations for the court's evaluation.

Once the Defendants, Russian and Ukrainian domiciles and citizens, retained counsel on July 11, 2006, after the PI issued, the first course of business was to obtain a copy of the registrations to determine their scope and content. Upon review, the Defendants learned that Corbis had misrepresented the nature of the registrations to the court. As it turns out, the registrations do not cover the individual images as a matter of law. The registrations are merely compilation registrations, protecting only selection, coordination or arrangement of pre-existing material.

¹Thus, the alleged conspiracy comprises 0.00089% of all of Corbis' images.

For a work to qualify as a copyrightable compilation, it must comprise three distinct elements: "(1) the collection and assembly of pre-existing material, facts, or data; (2) the selection, coordination, or arrangement of those materials; and (3) the creation, by virtue of the particular selection, coordination, or arrangement, of an 'original' work of authorship." *Feist Publications, Inc. v. Rural Telephone Service Company, Inc.*, 499 U.S. 340, 357, 111 S.Ct. 1282, 1293. *See also* 17 U.S.C. §101 (definition of "compilation"), §103(a, b). Furthermore, the content that Corbis contributed to the compilation, as set forth in every registration, is digital enhancement. However, digital enhancement does not provide sufficient originality to afford a work copyright protection. *The Bridgeman Art Library, Ltd. v. Corel Corporation*, 36 F. Supp. 2d 191 (S.D.N.Y. 1999). In fact, Corbis itself admits that the *Bridgeman* case stands for the proposition that Corbis can claim no copyright protection to digitally enhanced photographs. *See* Corbis website attached as Exhibit B.

In *Bridgeman*, the case was initiated by The Bridgeman Art Library, a British company that licenses transparencies of public domain artwork owned by museums and collectors. Bridgeman, which has an office in New York, acquires reproduction rights for reproductions from owners and free-lance photographers and distributes them as transparencies and digital files on CD-ROM. The defendant, Corel, is a Canadian corporation that sells a CD-ROM containing 700 digital reproductions of well-known paintings by European masters, including 120 for which Bridgeman claimed to have sole authorization to control. Corel neither licensed nor asked for permission from Bridgeman to use the reproductions. *See generally The Bridgeman Art Library, Ltd. v. Corel Corporation*, 25 F. Supp.2d 421 (S.D.N.Y. 1998).

The court held that color transparencies and CD-ROMs of paintings were not sufficiently "original" to qualify for copyright protection under the Copyright Clause of the

Constitution, Art. 1, §8, cl. 8 and Copyright Act, 17 U.S.C. §102(a). The court discussed the history of copyright protection for photographs. It discussed that in *Burrow-Giles Lithographic Co. v. Sarony*, 111 U.S. 53 (1884), the Supreme Court acknowledged that the portrait at issue was sufficiently original, “by virtue of its pose, arrangement of accessories in the photograph, and lighting and expression the photographer evoked to be subject to copyright.” *Bridgeman*, 36 F. Supp. 2d at 195. The court commented, however, that “‘where a photograph of a photograph or other printed matter is made that amounts to nothing more than slavish copying’,” *id.* at 196 (citation omitted), copyright protection should be denied. The court then acknowledged that portion of the ruling in *Feist* that “‘sweat of the brow’ alone is not the creative spark which is the *sine qua non* of originality.” *Id.* at 197.

Here, just like in *Bridgeman*, Corbis is an image licensing company. The registrations at issue identify Corbis’ contribution as digitization of analog photographs created by third parties. Corbis does not allege in the complaint any element of originality such as lighting, timing, etc. Because the compilation content lacks any originality, and is a mere photocopy of pre-existing works, the compilation as a whole cannot qualify for copyright protection. If there is no copyright protection, and no valid registrations, the court would lack subject matter jurisdiction over the action. *See Schreiber Foods, Inc. v. Beatrice Cheese, Inc.*, 402 F.3d 1198, 1203 (Fed. Cir. 2005)(in patent infringement action, where plaintiff lacks Article III initial standing, suit must be dismissed and defect cannot be cured).

As a result of the Defendants bringing to the court’s attention the lack of subject matter jurisdiction over digitally enhanced compilation copyrights due to their lack of originality and thus, their invalidity, Corbis’ litigation posture has changed dramatically. Corbis is no longer

contending that its complaint alleges infringement of compilation copyrights. *See* Corbis' Opposition to Defendants' Emergency Motion for Relief from Order Granting Plaintiff's Application for Temporary Restraining Order and Preliminary Injunction, et al. ([DE 248], p. 14, n.6). Now, Corbis contends that the copyrights claim the individual photographic images themselves. Even based on this new theory, the court still lacks subject matter jurisdiction.²

The Copyright Office public policy statement, Copyright Registration for Works of Visual Arts, Circular 40, Rev. 07/2006, provides three and only three procedures for registering two or more visual works with one application and fee. Corbis' identification of multiple photographers in each registration is the death knell of its claim to assert copyright registration in the individual photographs as a matter of law.

First, Circular 40, Exhibit C, provides that unpublished visual works may be filed as a collection if, among other things, all authors are the same, and if not, that at least one author has contributed to the "copyrightable authorship to each element" of the work. Here, Corbis has not alleged that each photographer has contributed to the copyright authorship of every photograph, and it cannot. Corbis is well aware that each photographer has contributed only to his/her own work.

Second, the Copyright Office created a new procedure on July 17, 2001, effective August 16, 2001, permitting a single registration for a group of published photographs. *See* 66 Fed. Reg. 37142 (2001)³; *See also* 37 C.F.R. §202.3(b)(9). Circular 40 confirms the procedure which

²Of the registrations upon which Corbis has brought suit, the following do not claim rights to anything but a compilation: VA 1-115-519; VAU 524-350; VAU 524-351; VAU 537-691; VAU 546-092; VAU 552-903; VAU 552-907; VAU 562-912. These registrations should therefore be stricken from the complaint.

³"...However, the Office is also mindful that its power to fashion group registrations is limited to cases involving "groups of related works." 17 U.S.C. 408(c)(1). Some of the

requires, among other conditions, that all photographs be taken by the same photographer. Again, the face of the complaint, including the registrations, makes clear that each registration identifies multiple, and in some cases, hundreds, of photographers. Thus, Corbis cannot claim that the registrations protect the group of individual photographs since more than one photographer is identified in each registration.

Third, the Copyright Office permits a group registration for contributions to periodicals. Corbis has not alleged in its complaint any contribution to periodicals.

Accepting Corbis' new position regarding scope and content, the complaint, vis-a-vis the registrations, still does not confer subject matter jurisdiction on the court. The registrations, as a matter of law, are invalid to the extent they seek to protect, as Corbis now alleges, the individual photographic images as a group.

Additionally, Corbis' website, Exhibit D, discloses a scheme created by Corbis by which it seeks to defraud the United States Copyright Office by falsely asserting ownership to the individual images. Corbis' plan is to obtain a "temporary assignment" of the images from the

commenters objecting to this group registration proposal contended that it lacks the type of nexus required by the Copyright Act. See, e.g., MPA/NAA comments at 3. The Office disagrees with that objection, but it recognizes that there must nevertheless be a relationship between all the photographs in a group. The Office believes that limiting the group to photographs (1) taken by the same individual and (2) first published within the same year, satisfies that requirement. This conclusion finds support in the statutory and regulatory requirements for group registration of contributions to periodicals, a form of group registration similar in many respects to the new group registration of photographs. The Copyright Act limits the availability of group registration of contributions to periodicals to a group of works by the same individual author, and the Office's regulations implement this statutory requirement by providing that all the works in the group must be by the same author and that the author of each work must be an individual, and not an employer or other person for whom the work was made for hire. See 17 U.S.C. 408(c)(2); 37 CFR Sec. 202.3(b)(7); see also 17 U.S.C. 408(c)(3). The legislative history of the 1976 Copyright Act also supports such a limitation, noting that group registration may be desirable for "a group of photographs by one photographer." House Report at 154 (emphasis added)."

author/photographers, only to reassign the ownership rights back after the registration issues, just for the benefit of filing one application and paying one filing fee.⁴ Compounding the fraud, is Corbis' willful disobedience of this court's order to produce the alleged "temporary assignment" and any other agreements between it and the photographers.

On July 19, 2006, the parties were heard in open court before Magistrate Judge Turnoff on the Defendants' emergency motion for Corbis to produce documents and things directed to the scope and content of the subject copyright registrations. The court ordered Corbis to produce "the aforementioned documents as expeditiously as possible." [DE 197].⁵ As of the filing of this response, August 7, 2006, Corbis has only produced a copy of the copyright registrations.

Corbis' willful disobedience of the discovery order raises many issues which this court should consider to determine whether it has subject matter jurisdiction. First, there is a legal issue whether a "temporary assignment" is an assignment at all. Second, since Corbis has not produced the temporary assignment, the court cannot analyze its language to determine if an assignment of individual images was created. In this regard, Corbis only submits a declaration attached to its opposition to the motion for relief [DE 248]. The declaration does not append the agreement itself, but refers only to its title: "Corbis Copyright Registration Program." *See* Weiskopf Dec., ¶5. The title begs the question whether the document is an assignment of any kind. Third, Corbis has failed to produce the agreement that purportedly conveys back, or reassigns, the copyright

⁴Circular 40 requires, as another condition for application, that there be a sole claimant; thus, the temporary assignment scheme.

⁵The aforementioned documents include the copyright registrations, deposit specimens, correspondence between the Copyright Office and Corbis pertaining to the registrations at issue, all agreements between Corbis and the photographers, and the photographic images upon which Corbis brought suit.

registrations to the photographers. The reassignment likely details the intent of the parties regarding this notion of assignment in the first case, which impacts the first and second issues.

A fourth issue involves an uncovered misrepresentation by Corbis. The Defendants identified the subtlety with which Corbis alleged "ownership" of the registrations in the complaint, an allegation on which, presumably, the court relied in granting the PI. Corbis now admits that it does not own the registrations. *See* ([DE 248], pp.14-16). Corbis' new position is that it is an exclusive licensee of the individual images. Corbis is even willing to amend the complaint to allege its exclusive licensee status. *Id.* at n.8. Yet, Corbis has refused, thus far, to produce expeditiously the exclusive license. Again, Weiskopf only declares the title of the purported license "Photographer Representation Agreement" and provides merely drips and drabs of its content.⁶ If the alleged exclusive license does not convey a right granted under 17 U.S.C. §106, then Corbis cannot maintain this suit and the court would have to dismiss it based upon a lack of jurisdiction. *See Eden Toys, Inc. v. Florelee Undergarment Co., Inc.*, 697 F.2d 27, 36 (2d Cir. 1982)(the exclusive licensee may only have a right granted under the statute, and may only sue for infringement of that right.). While it is unknown, what, if any, right Corbis has because of its continuing disobedience of the court's discovery order, certainly the copyright statutes do not provide an exclusive right of "photographer representation." *See* 17 U.S.C. §106.

Thus, three legal principals must be addressed before the court may consider Corbis' motion. First, whether Corbis' copyright registrations are invalid as a matter of law for claiming

⁶While the Weiskopf declaration suggests that language in the Photographer Representation Agreement confirms Corbis' status as an exclusive licensee, and that the photographers themselves have no right to license their works as well, apparently the declaration is false. The Template Defendants were able to contact one of the photographers in question, who gladly licensed them the right to use his photograph for a website template. *See* Exhibit D1.

compilation protection in unprotectible digital images, *see Feist, Bridgeman, supra*, or invalid for claiming unprotectible group photographic images. Second, whether Corbis committed fraud on the Copyright Office in its application and receipt of the registrations by claiming a right under an assignment agreement that did not exist or did not convey ownership to it, thus invalidating the registrations. *See Urantia Found. v. Maaherra*, 114 F. 3d 955, 963 (9th Cir. 1997). And third, whether Corbis has standing to bring suit as a non-owner of a copyright, and as the alleged holder of a right that does not confer any exclusive right under the copyright statutes. In any case, the court would lack subject matter jurisdiction to rule on the motion if any of the foregoing are established in favor of the Defendants.

COMPLIANCE WITH THE PI BY THE LOGNIKOV DEFENDANTS AND TEMPLATE DEFENDANTS⁷

1. Order to cease and desist copyright infringement

Corbis is substantially correct in its allegation of Paragraph 15 of the complaint as it relates to the Template Defendants. Essentially the business of the Template Defendants is to allow users to locate and download customizable website templates for those who want to create their own website. The advantage of the template use is that it provides users with a product that is substantially lower in cost than one that must be built from scratch. Corbis is absolutely incorrect in its allegation of Paragraph 14 regarding the Lognikov Defendants. Mr. Lognikov is a writer, and does not have a business relationship with the Template Defendants, other than to link his Web Design Library to the Template Defendants website.

A. Paragraphs 1 and 2

⁷The Defendants' response addresses each and every contention raised in the chart submitted by Corbis in its memorandum, pp. 15-19.

Upon receipt and review of the PI, the Template Defendants immediately removed the photographic images by eliminating the link connecting the source of the images, defendant Ultravertex, from the Template Defendants' website, and by otherwise removing any other Corbis image from draft website templates.⁸ In fact, on July 13, 2006, the Defendants informed Corbis that it was Ultravertex, a party unrelated to the Defendants, who provided the images to the Template Defendants. *See* Exhibit E. Corbis does not complain that the Defendants have not complied with this aspect of the PI.⁹

B. Paragraph 3

The Lognikov Defendants and Template Defendants were required to disclose within 12 hours¹⁰ names, to the extent available, of those participating in the copying, distribution, etc. of the Corbis images. On July 13, 2006, the Defendants provided the name of the contact at Ultravertex with his address. The Defendants explained the same day that it was Ultravertex alone who provided the Template Defendants with the Corbis images. The Defendants fully complied with this provision of the PI.

⁸Because the Lognikov Defendants never used the images, there was nothing for them to remove in connection with the cease and desist order.

⁹The declaration of Corbis' counsel, Ms. Pirri, states at Paragraph 27, that "on or about" July 24, 2006 she printed 1 image (of 623 allegedly infringing images) from the Template Defendants' website purportedly showing a Corbis image. Notwithstanding whether that image is protected by any Corbis copyright at issue in this case, or that there is no date on the printing like Ms. Pirri's other exhibits attached to her declaration, or that Ms. Pirri failed to attach the full printout of the web page, attached as Exhibit F is a July 27, 2006 full printout from <http://www.templatemonster.com/flash-templates/8267.html> showing the statement from Ms. Pirri to be incorrect.

¹⁰Corbis was provided information first on July 13, 2006. In a good faith attempt to work with Corbis, more information was provided on July 20, 2006, then again on July 24, 2006, and finally on July 26, 2006.

C. Paragraph 4

The Template Defendants did notify individuals to cease using the Corbis images as required by the PI. Corbis' complaint is that the Defendants never told them. However, the PI does not require that Corbis be advised of compliance. Thus, there can be no violation of this paragraph. The Template Defendants do advise the court though that they did comply with this provision by publishing the attached press release dated July 3, 2006 which included a strong recommendation to "all of [their] clients not to use any images from Ultravertex.com." See Exhibit G. Again, contrary to Corbis' complaints, there is no clear and convincing evidence of any violation by the Defendants.

D. Paragraph 5

Corbis alleges that it inquired into whether the Defendants obtained copies of Corbis images from participating third parties (Ultravertex), and Corbis states "the defendants' counsel failed to answer." This is an absolute misrepresentation to the court.

On July 13, 2006, Exhibit E, the Defendants' counsel informed Corbis that it was going to receive the CDs the Template Defendants obtained from Ultravertex. Defendants' counsel asked Corbis' counsel if a copy of the CDs could be made to preserve the evidence for trial. See Exhibit E. Corbis' counsel did not respond until August 3, 2006. On August 4, 2006, the parties agreed that the Defendants could have a copy of the discs for evidentiary purposes.

E. Paragraph 8

This is the same complaint that Corbis asserts in Paragraph 5 above, with the exception that here, defendants were required to turn over the CD's obtained. This complaint does not allege any violation by the Defendants.

F. Paragraph 9

Again the Defendants were fully compliant as of July 13, 2006. *See* Exhibit E. They offered to make their only premises available, and asked Corbis to designate an agent and provide a name and a date when Plaintiff wanted to inspect. Corbis did not respond until July 24, 2006 wanting more information, like the address and again, a particular date. The address was provided on July 26, 2006. *See* Exhibit H. The Defendants again asked Corbis to provide dates that were available to it. Corbis has yet to provide any available date. The Defendants continue to stand ready to allow the inspection as soon as Corbis provides an available date. The Lognikov Defendants also provided their address on July 20, 2006. *See* Exhibit I. The Defendants informed Corbis on July 13, 2006 that there were no U.S. facilities, Exhibit E, and again on July 20, 2006 Exhibit I.

2. Order to freeze assets

A. Paragraph 1 (first account)

Corbis' first complaint regarding this paragraph is that the domain name *templatemonster.com* was transferred from one register to another in Russia. However, Corbis submits no evidence, let alone clear and convincing evidence, that the Defendants had anything to do with the transfer. The Defendants explained to Corbis on July 13, 2006, Exhibit E, that they did not own the domain name, and had no control over its registration. The Defendants did provide to Corbis, also on July 13, 2006, Exhibit E, in good faith, the name and address of the domain name owner.

Corbis' second complaint is that the Template Defendants are in contempt for asking their payment service providers to release funds so that their ongoing business would not be in default. Corbis' motion relies on third party, single, double and triple hearsay, alleged statements

made by Nikolai Riesenkauff. However, Corbis' attachment I2 to the motion, a letter from Mr. Riesenkauff, does not identify any attempt by the Defendants to withdraw funds. Corbis presents no clear and convincing evidence of any attempt to withdraw funds.

Futhermore, the PI contemplates that the Defendants should have funds available to them to meet their everyday, ordinary needs. *See* Paragraph 5. However, when Corbis was asked if certain funds could be released for this purpose, Ms. Pirri stated "we will not waive enforcement of the provision." *See* Exhibit H, ¶1. Accordingly, the Defendants have filed a motion seeking modification of this provision.¹¹ As a result of the intransigence of the Plaintiff and its counsel to permit the Defendants to conduct their ordinary business, the Defendants are suffering immeasurable financial harm, and may go out of business.

B. Paragraph 1 (second account [IT IS FURTHER ORDERED THAT])

This section of the PI requires financial institutions and the like to "hold and retain," "deny access," and "provide to counsel for Corbis" the matters directed therein. There is nothing for Defendants to do regarding this paragraph. However, based upon the complaint of Corbis, and the Defendants' good faith attempt to resolve the issue before Corbis filed the motion, as required by the local rule, the Template Defendants provided names and accounts of payment service providers on July 26, 2006, Exhibit H, which names Corbis already had.

Additionally, it is another falsehood of Ms. Pirri to state that Defendants' counsel

¹¹*See* composite Exhibit J identifying declarations from business affiliates of the Template Defendants asking that they be paid commissions due, which commissions have nothing to do with Corbis' allegations. *See also* Exhibit K, a letter dated August 1, 2006 from iHostXtremes who provides hosting services to Defendant Mytemplatestorage.com, threatening to discontinue hosting services unless an outstanding payment of \$12,353.27 is made by August 11, 2006.

informed her that Defendants “had no accounts or assets in the United States or abroad.” *See* Pirri aff., ¶9. What Defendants’ counsel told Ms. Pirri, on July 13, 2006, Exhibit E, was that Defendants had no bank accounts in the U.S. or abroad, and that no documents or assets were taken from the U.S. to be repatriated.

3. Order to repatriate assets and documents

A. Paragraphs 1-3

Corbis complains that Defendants have violated this paragraph because “[n]o defendant has provided any of the required account or asset information.” The Defendants informed Corbis on July 13, 2006 that no documents or assets were removed from the United States. Corbis has not provided a scintilla of evidence suggesting that the Defendants removed any asset or document from the U.S. Since nothing was removed, the order to repatriate cannot be violated.¹² However, as stated above, in an abundance of good faith, the Template Defendants did provide names and addresses of its payment service providers. *See* Paragraph 2B above.

B Paragraph 4

Corbis acknowledges that both the Lognikov Defendants and Template Defendants provided the Attachment C, and this was done on July 20, 2006. *See* Exhibit I. Thus, Corbis concedes full compliance with this paragraph regarding the Defendants.

4. Order to commence discovery

Here, both the Lognikov Defendants and Template Defendants timely served this information on Corbis on July 20, 2006, Exhibit I. Corbis complains however that the information

¹²“Repatriate” means “[t]o restore or return to the country of birth, citizenship, or origin. *See* Exhibit L, www.dictionary.com.

is not sufficient because the Lognikov Defendants' statement only pertain to them, and not the Template Defendants as well, and vice versa. This is a petty argument since the information about both Defendants was completely provided.

To reiterate, the Defendants have complied with the terms of the PI. Corbis' assertions to the contrary are without merit. It appears that Corbis' motion is strategic, and meant to prevent Corbis from having to comply with this court's discovery order [DE197]. That order compelled Corbis to produce expeditiously to the Defendants documents and things supporting the scope and content of the copyright registrations and ownership. As of the date of service of this response, Corbis has not complied with the exception of providing copyright registrations already in the possession of the Defendants. Rather, Corbis' pending motion seeks to avoid compliance, by asking the court to bar the Defendants from asking for any discovery. In short, the ulterior motive of Corbis' present motion is to prevent the Defendants from defending the action.

ARGUMENT

As set forth above, the Lognikov Defendants and Template Defendants have complied with the court's PI. The Plaintiff's attempt to lump the Defendants with all defendants is misplaced, and the Defendants respectfully request the court to recognize the distinction between the represented Defendants, and the remainder who may or may not have complied with the PI. *See McGregor v. Chierico, supra.*

Corbis fails to inform the court of its evidentiary burden in connection with its motion. Corbis bears the initial burden, by clear and convincing evidence, that either the Lognikov Defendants or Template Defendants has violated an order of the court. *Id.* at 1383; *Commodity*

Futures Trading Com'n v. Wellington Precious Metals, Inc., 950 F. 2d 1525 (11th Cir.) *cert. denied* *Weiss v. Commodity Futures Trading Com'n*, 506 U.S. 819 (1992). "This clear and convincing proof must also demonstrate that 1) the allegedly violated order was valid and lawful; 2) the order was clear, definite and unambiguous; and 3) the alleged violator had the ability to comply with the order." *Jordan v. Wilson*, 851 F. 2d 1290, 1292 n.2 (11th Cir. 1988)(per curiam).

Corbis attempts to meet its high burden with a declaration from its litigation counsel, attesting to the existence website and press release publications. However, Corbis does not provide any authority that such evidence is probative of contempt.

The Defendants, as above described in detail, address each and every point raised by Corbis. Corbis' main complaint is that the responses are "woefully inadequate." Defendants disagree. Not only have they worked with Corbis, through counsel, to respond to Corbis' concerns, on no less than four different occasions, *see* n. 10, *supra*, but the Defendants have also provided information not required. Specifically, one complaint of Corbis is that the domain name was transferred. The Template Defendants informed Corbis that the domain name was not owned by them, and voluntarily provided the name and address of the owner. Since Corbis has not produced any evidence, let alone clear and convincing evidence, that the Defendants had any right, legal or otherwise, to stop the transfer, that act cannot be held against them.

Another complaint from Corbis is that the Defendants have not complied with the order to repatriate. The Defendants have explained that nothing has been taken to be repatriated. Corbis has presented no evidence that Defendants have taken a single asset or document out of the United States, and thus, there is no violation of the PI. Notwithstanding, Corbis interprets the order to repatriate as a requirement for all defendants to disclose and provide all worldwide assets and

documents to Plaintiff. The Defendants do not read the order so broadly, which order was prepared by Corbis. Thus, there appears to be a dispute regarding interpretation of the order ("the order is not clear, definite and unambiguous") as it relates to the requirement to repatriate.

Yet another complaint is that Defendants have not provided information from Defendant Artvertex, Inc. Though Defendants informed Corbis that that company was dissolved well before initiation of the action, Corbis has not produced a single document to the contrary in order to meet its burden of proof. However, attached as Exhibit M is a corporate statement showing that that entity is dissolved.

Still yet another complaint is that the Defendants have not provided enough information. The Defendants provided declarations as required, Exhibit I, detailing all the information required.

In short, the Template Defendants, once noticed of Corbis' claim, immediately disconnected the link they had with Ultravertex who provided the subject images, so as to address Corbis' primary concern regarding alleged, continued infringement. The Template Defendants have otherwise fully complied with the scope of the order.¹³ So too have the Lognikov Defendants even

¹³Given that the Template Defendants are internet service providers, there is a limitation as to their liability under 17 U.S.C. §512:

(j) Injunctions.— The following rules shall apply in the case of any application for an injunction under section 502 against a service provider that is not subject to monetary remedies under this section:

(1) Scope of relief.—

(A) With respect to conduct other than that which qualifies for the limitation on remedies set forth in subsection (a), the court may grant injunctive relief with respect to a service provider only in one or more of the following forms:

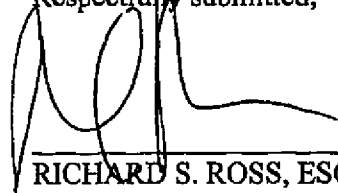
- (i) An order restraining the service provider from providing access to infringing material or activity residing at a particular online site on the provider's system or network.
- (ii) An order restraining the service provider from providing access to a subscriber or account

though Corbis has not produced a shred of evidence to suggest they ever violated any exclusive right that Corbis might have under 17 U.S.C. §106.¹⁴

CONCLUSION

Corbis complains loudly that all defendants, coming from Russia, are known to be major pirates of their works. Notwithstanding the geo-prejudicial and ethnocentric sentiments of Corbis, including its highly questionable claim of any right to a valid copyright registration, the Defendants have fully complied with the court orders as required. Corbis has failed to meet its burden of proof as to Lognikov Defendants and Template Defendants, and as a result, the motion should be denied.

Respectfully submitted,



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holder of the service provider's system or network who is engaging in infringing activity and is identified in the order, by terminating the accounts of the subscriber or account holder that are specified in the order.

(iii) Such other injunctive relief as the court may consider necessary to prevent or restrain infringement of copyrighted material specified in the order of the court at a particular online location, if such relief is the least burdensome to the service provider among the forms of relief comparably effective for that purpose.

¹⁴Corbis' contention of copyright infringement because defendant Igor Lognikov filed a trademark application misses the mark as a matter of law.

CERTIFICATE OF SERVICE

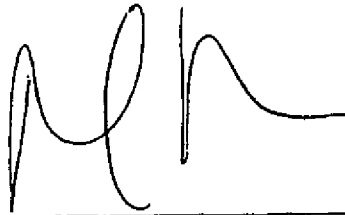
I HEREBY CERTIFY that a true and correct copy of the foregoing was hand delivered to :

Lori Anne Sochin, Esq.
Ronnie Fernandez, Esq.
GREENBERG TRAURIG
1221 Brickell Avenue
Miami, FL 33131

and express mailed to:

Claude M. Stern, Esq.
Laura Pirri, Esq.
QUINN EMANUEL
555 Twin Dolphin Drive
Suite 560
Redwood Shores, CA 94065-2139

this 7th of August, 2006.



Richard S. Ross

EXHIBIT A

corbis

Overview

Press Room

Photographers Partners

Employment

Image search:

IMAGES

Today's professional communicators rely on the power of Imagery like never before—to entertain, to inform, and to sell products. And when they're looking for breakthrough visuals to cut through the clutter—visuals with impact that goes beyond words—they turn to Corbis.



PHOTOGRAPHY

The Corbis collection of more than 70 million images is constantly evolving as we anticipate the latest creative and cultural trends. Every day, we add new images from the world-renowned photographers we represent as well as from our partnerships with image providers and media companies.

Types of Photography



MOTION

The Corbis collection contains contemporary and archival footage for use in film, television, corporate communications, and advertising. Includes footage from Paramount Studios, Oxford Scientific Films, Universal Newsreel, and the U.S. Soccer Federation.



ART & ILLUSTRATION

Included in the Corbis offering are images of the world's greatest artistic achievements—from paintings by Andy Warhol to sculpture by Michelangelo—as well as conceptual work by contemporary artists and illustrators. Includes Imagery from the Andy Warhol Foundation, Christie's Images, and the National Gallery, London.

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EXHIBIT B



Overview

Press Room

Photographers Partners

Employment

[image search](#)

CORBIS ON COPYRIGHT

[Home](#) | [U.S. Copyright Law Explained](#) | [Corbis Copyright Registration Program](#)
| [FAQ](#)

U.S. COPYRIGHT LAW EXPLAINED

The Need for Better Protection of Digital Images

U.S. copyright law requires you to register the copyright in your photographs before you can sue an offender. If the copyright has not been registered before the infringement happens, you must prove the actual damages and you cannot recover statutory damages, punitive damages or attorney's fees. Without the ability to recover these costs or obtain punitive damages, the cost of bringing a suit could easily outweigh any financial recovery from the offender. It is critical that you register your photographs to effectively protect your copyright.

The reality is that most photographers simply do not register their work. Consequently, an agency must take some action if they wish to protect the pictures they distribute. Before the Internet, offenders usually copied images from marketing catalogs, so agencies began registering copyright in their catalogs as a means of protecting the images. This form of copyright, known as a "compilation copyright," protects the arrangement of material in the catalog (plus any original material that the agency created and included in the catalog). However, it may not separately protect each underlying image, and has proved to be a weak method of protection. In many cases where photographers have relied upon a "compilation copyright" to sue an offender, courts have dismissed the suit, ruling that the compilation copyright did not protect the individual image. (See *Morris v. Business Concepts, Inc.*, where the court recently dismissed a lawsuit filed by a photographer who tried to rely upon a compilation copyright).

New Technology and Law Provide Increased Protection

Technology allows a digital image file to contain many elements, each of which can provide a basis for legal protection. When a photograph is scanned and converted into a digital file, that file can contain the raw scan of the photograph (your intellectual property) as well as any software or embedded information used to digitally track, protect, and manage the digital file (our intellectual property).

Under the law each of these elements can be protected as a separate copyright, or the combination of these elements can be protected as a compilation, providing another blanket of protection. Unlike the "compilation copyright" used to protect catalogs, the bundling of these elements in a single

digital file provides a better means of protection since someone stealing a digital file necessarily steals the included elements as well.

The Digital Millennium Copyright Act (DMCA) which went into effect in 1999, provides yet another way to help photographers and agencies protect against infringement. The DMCA was adopted to help protect material distributed in digital form. Under the DMCA, it is a separate act of infringement to remove, alter, tamper with or reverse-engineer any copyright protection mechanism or management information. In order to take advantage of this law, however, the DMCA is not clear on whether the copyright protection and management information must also be registered. Consequently, photographers and agencies should register this material in compilation form, covering both bases to ensure their rights under this new law

The more legal weapons an agency has to go after copyright offenders, the better its chances to settle or win a claim and obtain adequate damages on behalf of its photographers. If the agency registers these elements, it can claim an additional act of infringement—and additional damages. The deterrent and punitive power of this additional protection is a tremendous legal benefit to you, and under Corbis' Copyright Registration Program, costs you nothing.

Regardless of these additional protections against infringement, photographers are always encouraged to register copyright in their images to obtain the best possible legal protection.

We will defend you against model-release lawsuits if you use our model release.

So... Who Owns What?

Photographers become understandably concerned when their pictures are scanned and combined with these other elements to create a digital file. Some fear that a digital copy of a photograph may yield a separate copyright, and that agencies claiming ownership of a "digital copyright" are, in effect, claiming ownership of the photograph in digital form. This is not true. There is only one copyright in a photograph and the photographer owns it regardless of its format (analog or digital). There is no additional or derivative "digital copyright" created simply by scanning a photograph into digital form, and no one who scans these photographs obtains any additional rights in the digital form of the photograph. (See *Bridgeman v. Corel*)

How does the "compilation copyright" covering the agency-added digital elements impact the photographer's copyright in their photographs? It has no impact. It only protects the elements contributed by the agency, and does not give the agency any rights to the photograph—just as a copyright in a catalog compilation does not give any rights to the catalog owner. No one can use a "compilation copyright" to obtain any rights to use the underlying photograph.

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EXHIBIT C

Copyright

United States Copyright Office

Copyright Registration for Works of the Visual Arts

General Information

Copyright is a form of protection provided by the laws of the United States to the authors of "original works of authorship," including "pictorial, graphic, and sculptural works." The owner of copyright in a work has the exclusive right to make copies, to prepare derivative works, to sell or distribute copies, and to display the work publicly. Anyone else wishing to use the work in these ways must have the permission of the author or someone who has derived rights through the author.

Copyright Protection Is Automatic

Under the present copyright law, which became effective January 1, 1978, a work is automatically protected by copyright when it is created. A work is created when it is "fixed" in a copy or phonorecord for the first time. Neither registration in the Copyright Office nor publication is required for copyright protection under the present law.

Advantages to Copyright Registration

There are, however, certain advantages to registration, including the establishment of a public record of the copyright claim. Copyright registration must generally be made before an infringement suit may be brought. Timely registration may also provide a broader range of remedies in an infringement suit.

Copyright Notice

Before March 1, 1989, the use of a copyright notice was mandatory on all published works, and any work first published before that date should have carried a notice. For works first published on or after March 1, 1989, use of the copyright notice is optional. For more information about copyright notice, request Circular 3, *Copyright Notice*.

2 • Copyright Registration for Works of the Visual Arts

Publication

The copyright law defines "publication" as the distribution of copies of a work to the public by sale or other transfer of ownership or by rental, lease, or lending. Offering to distribute copies to a group of persons for purposes of further distribution or public display also constitutes publication.

A public display does not of itself constitute publication.

A work of art that exists in only one copy, such as a painting or statue, is not regarded as published when the single existing copy is sold or offered for sale in the traditional way, for example, through an art dealer, gallery, or auction house. A statue erected in a public place is not necessarily published.

When the work is reproduced in multiple copies, such as reproductions of a painting or castings of a statue, the work is published when the reproductions are publicly distributed or offered to a group for further distribution or public display.

Publication is an important concept in copyright because, among other reasons, whether a work is published or not may affect the number of copies and the type of material that must be deposited when registering the work. In addition, some works published in the United States become subject to mandatory deposit in the Library of Congress. These requirements are explained elsewhere in this circular.

Works of the Visual Arts

Copyright protects original "pictorial, graphic, and sculptural works," which include two-dimensional and three-dimensional works of fine, graphic, and applied art. The following is a list of examples of such works:¹

- Advertisements, commercial prints, labels
- Artificial flowers and plants
- Artwork applied to clothing or to other useful articles
- Bumper stickers, decals, stickers
- Cartographic works, such as maps, globes, relief models
- Cartoons, comic strips
- Collages
- Dolls, toys
- Drawings, paintings, murals
- Enamel works
- Fabric, floor, and wallcovering designs
- Games, puzzles
- Greeting cards, postcards, stationery
- Holograms, computer and laser artwork
- Jewelry designs

- Models
- Mosaics
- Needlework and craft kits
- Original prints, such as engravings, etchings, serigraphs, silk screen prints, woodblock prints
- Patterns for sewing, knitting, crochet, needlework
- Photographs, photomontages
- Posters
- Record jacket artwork or photography
- Relief and intaglio prints
- Reproductions, such as lithographs, collotypes
- Sculpture, such as carvings, ceramics, figurines, maquettes, molds, relief sculptures
- Stained glass designs
- Stencils, cut-outs
- Technical drawings, architectural drawings or plans, blueprints, diagrams, mechanical drawings
- Weaving designs, lace designs, tapestries

Copyright protection for an original work of authorship does not extend to the following:

- Ideas, concepts, discoveries, principles
- Formulas, processes, systems, methods, procedures
- Words and short phrases, such as names, titles, and slogans
- Familiar symbols or designs
- Mere variations of typographic ornamentation, lettering, or coloring

Useful Articles

A "useful article" is an article having an intrinsic utilitarian function that is not merely to portray the appearance of the article or to convey information. Examples are clothing, furniture, machinery, dinnerware, and lighting fixtures. An article that is normally part of a useful article may itself be a useful article, for example, an ornamental wheel cover on a vehicle.

Copyright does not protect the mechanical or utilitarian aspects of such works of craftsmanship. It may, however, protect any pictorial, graphic, or sculptural authorship that can be identified separately from the utilitarian aspects of an object. Thus, a useful article may have both copyrightable and uncopyrightable features. For example, a carving on the back of a chair or a floral relief design on silver flatware could be protected by copyright, but the design of the chair or flatware itself could not.

Some designs of useful articles may qualify for protection under the federal patent law. For further information, contact the Patent and Trademark Office at *Commissioner of Patents & Trademarks, US Patent & Trademark Office, PO Box 1450, Alexandria, VA 22313-1450* or via the Internet at www.uspto.gov. The telephone number is (800) 786-9199 and the TTY number is (571) 272-9950. The automated information line is (571) 272-1000.

Copyright in a work that portrays a useful article extends only to the artistic expression of the author of the pictorial, graphic, or sculptural work. It does not extend to the design of the article that is portrayed. For example, a drawing or photograph of an automobile or a dress design may be copyrighted, but that does not give the artist or photographer the exclusive right to make automobiles or dresses of the same design.

Registration Procedures

If you choose to register a claim in your work, package together the following materials in the same envelope:

1. A properly completed application form
2. A nonreturnable deposit of the work to be registered, and
3. A nonrefundable filing fee* in the form of a check or money order payable to the *Register of Copyrights* with each application

***NOTE: Copyright Office fees are subject to change.**
For current fees, please check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.

Send the items to:

*Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000*

Application Form

Form VA is the appropriate form for registration of a work of the visual arts. The form should be completed legibly with black ink or type. Do not use pencil or send a carbon copy. All pertinent information should be given on the basic application form.

If you photocopy our forms, be sure that they are legible and printed head-to-head so that when you turn the sheet over, the top of page 2 is directly behind the top of page 1. Do not send two-page photocopies. The application must bear

an original signature in ink. A continuation sheet supplied by the Copyright Office should be used only when all necessary information cannot be recorded on the basic form. No other attachments will be accepted. For information on ordering application forms and circulars, see "For Further Information" on page 6 of this circular.

Deposit Requirements

Circular 40A, *Deposit Requirements for Registration of Claims to Copyright in Visual Arts Material*, provides a basic guide about material that should be sent when registering a claim. Circular 40A also defines basic terms such as "complete copy," "best edition," and "identifying material." The following is a general outline of the deposit requirements:

Two-Dimensional Works

If unpublished, send one complete copy or identifying material.

If first published in the United States *on or after January 1, 1978*, generally send two complete copies of the best edition.

If first published in the United States *before January 1, 1978*, send two complete copies of the best edition as first published. Where identifying material is permitted or required, the identifying material must represent the work as first published.

If first published outside the United States *before March 1, 1989*, send one complete copy of the work as first published. Where identifying material is permitted or required, the identifying material must represent the work as first published.

If first published outside the United States *after March 1, 1989*, send one complete copy of either the first published edition or the best edition of the work.

Three-Dimensional Works and Two-Dimensional Works Applied to Three-Dimensional Objects

For published and unpublished works, send identifying material, such as photographs. *Do not* send the three-dimensional work.

Special Provisions

For some works first published in the United States, only *one copy* is required instead of two. These include:

- Greeting cards, picture postcards, stationery, business cards
- Games
- Pictorial matter or text on a box or container (where the contents of the container are not claimed)

- Contributions to collective works. The deposit may be either one complete copy of the best edition of the entire collective work, the complete section containing the contribution, the contribution cut from the collective work in which it appeared, or a photocopy of the contribution itself as it was published in the collective work.

For some works, identifying material is permitted, not required. For example, either identifying material or actual copies may be deposited for some unpublished works and for limited editions of posters or prints with certain qualifying conditions.

For all works that exceed 96 inches in any dimension, identifying material is required.

For additional information on what is permitted or required for registration of certain kinds of visual arts works, see the *Code of Federal Regulations*, sections 202.19, 20, and 21, which contains the deposit regulations of the Copyright Office (www.copyright.gov/title37/202/index.html).

Deposits cannot be returned.

Registration for Two or More Works with One Application and Fee

Two or more individual works may be registered with one application and fee as follows:

Unpublished Works

A group of unpublished works may be registered as a collection if *all* the following conditions are met.

- The elements of the collection are assembled in an orderly form.
- The combined elements bear a single title identifying the collection as a whole.
- The copyright claimant or claimants for each element in the collection are the same.
- All the elements are by the same author, or if they are by different authors, at least one author has contributed copyrightable authorship to each element.

NOTE: Works registered as an unpublished collection will be listed in the records of the Copyright Office only under the collection title.

Published Works

All copyrightable elements that are included in a single unit of publication and in which the copyright claimant is the same may be considered a single work for registration

purposes. An example is a game consisting of playing pieces, a game board, and game instructions.

Group Registration of Published Photographs

A single registration for a group of published photographs can be made if:

- All the photographs were taken by the same photographer, regardless of whether the author is an individual or an employer for hire.
- All the photographs were first published in the same calendar year.
- All the photographs have the same copyright claimant(s).

Group Registration of Contributions to Periodicals

A single registration may be made for a group of contributions to periodicals if *all* the following conditions are met.

- All the works have the same copyright claimant.
- All the works are by the same author.
- The author of each work is an individual, not an employer or other person for whom the work was made for hire.
- Each work was first published as a contribution to a periodical (including newspapers) within a 12-month period.
- The application identifies each contribution separately, including the periodical containing it and the date of its first publication.

In addition to the above conditions, if first published before March 1, 1989, a contribution as first published must have borne a separate copyright notice, and the name of the owner of copyright in the work (or an abbreviation or alternative designation of the owner) must have been the same in each notice.

Such contributions are registered on Form VA accompanied by Form GR/CP (group registration of contributions to periodicals). Examples of works eligible for such a group registration include cartoon strips, newspaper columns, horoscopes, photographs, drawings, and illustrations.

No Blanket Protection

Registration covers only the particular work deposited for the registration. It does not give any sort of "blanket" protection to other works in the same series. For example, registration of a single cartoon or comic strip drawing does not cover any earlier or later drawings. Each copyrightable version or issue must be registered to gain the advantages of registration for the new material it contains. However, under the conditions described above under "Published Works" and "Group Regis-

5 Copyright Registration for Works of the Visual Arts

ration of Contributions to Periodicals," certain group registrations may be made with one application and fee.

Mandatory Deposit for Works Published in the United States

Although a copyright registration is not required, the 1976 Copyright Act establishes a mandatory deposit requirement for works published in the United States. In general, the owner of copyright or the owner of the exclusive right of publication in the work has a legal obligation to deposit in the Copyright Office within 3 months of publication in the United States two complete copies or phonorecords of the best edition. It is the responsibility of the owner of copyright or the owner of the right of first publication in the work to fulfill this mandatory deposit requirement. Failure to make the deposit can result in fines and other penalties but does not affect copyright protection.

Some categories of pictorial, graphic, and sculptural works are exempt from this requirement, and the obligation is reduced for other categories. The following works are exempt from the mandatory deposit requirement:

- Scientific and technical drawings and models
- Greeting cards, picture postcards, and stationery
- Three dimensional sculptural works, except for globes, relief models, and similar cartographic works
- Works published only as reproduced in or on jewelry, toys, games, textiles, packaging material, and any useful article
- Advertising material published in connection with articles of merchandise, works of authorship, or services
- Works first published as individual contributions to collective works (but not the collective work as a whole)
- Works first published outside the United States and later published without change in the United States, under certain conditions (*see CFR 202.19, 20, and 21 at www.copyright.gov/title37/202/index.html*)

Copies deposited for the Library of Congress under the mandatory deposit provision may also be used to register the claim to copyright but only if they are accompanied by the prescribed application and fee for registration. For further information about mandatory deposit, request Circular 70, *Mandatory Deposit of Copies or Phonorecords for the Library of Congress*.

Effective Date of Registration

A copyright registration is effective on the date the Copyright Office receives all the required elements in acceptable form, regardless of how long it then takes to process the application and mail the certificate of registration. The time the Copyright Office requires to process an application varies, depending on the amount of material the Office is receiving.

If you apply for copyright registration, you will not receive an acknowledgment that your application has been received (the Office receives more than 600,000 applications annually), but you can expect

- A letter or a telephone call from a Copyright Office staff member if further information is needed or
- A certificate of registration indicating that the work has been registered, or if the application cannot be accepted, a letter explaining why it has been rejected.

If you want to know the date that the Copyright Office receives your material, send it by registered or certified mail and request a return receipt.

Moral Rights for Visual Artists

For certain one-of-a-kind visual art and numbered limited editions of 200 or fewer copies, authors are accorded rights of attribution and integrity. The right of attribution ensures that artists are correctly identified with the works of art they create and that they are not identified with works created by others. The right of integrity allows artists to protect their works against modifications and destructions that are prejudicial to the artists' honor or reputation. These rights may not be transferred by the author, but they may be waived in a written instrument. Transfer of the physical copy of a work of visual art or of the copyright does not affect the moral rights accorded to the author.

For works of visual art incorporated in a building, special rules apply. If the owner of a building desires to remove such a work from the building and removal is possible without destruction, the owner is required to accord the author the opportunity to make the removal himself. A registry is established within the Copyright Office to record information relevant to this obligation. Both owners of buildings and authors of visual art incorporated in buildings may record statements in the registry. For further information, see Visual Arts Registry, (37 CFR 201.25) at www.copyright.gov/title37/201/37cfr201-25.html.

For Further Information

Information via the Internet

Circulars, announcements, regulations, other related materials, and all copyright application forms are available from the Copyright Office website at www.copyright.gov.

Information by telephone

For general information about copyright, call the Copyright Public Information Office at (202) 707-3000. The TTY number is (202) 707-6737. Staff members are on duty from 8:30 AM to 5:00 PM, eastern time, Monday through Friday, except federal holidays. Recorded information is available 24 hours a day. Or, if you know which application forms and circulars you want, request them 24 hours a day from the Forms and Publications Hotline at (202) 707-9100. Leave a recorded message.

Information by regular mail

Write to:

*Library of Congress
Copyright Office
Publications Section
101 Independence Avenue SE
Washington, DC 20559-6000*

Endnote

1. Copyright protection extends to the design of a building created for the use of human beings. Architectural works created on or after December 1, 1990, or that on December 1, 1990, were either unconstructed or embodied only in unpublished plans or drawings are eligible. For registration of architectural works, use Form VA. Request Circular 41, *Copyright Claims in Architectural Works*, for more information.

EXHIBIT D

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THE CORBIS COPYRIGHT REGISTRATION PROGRAM

The Least We Can Do—"Compilation" of Pictures

Corbis recognizes the increased risk of theft posed by the distribution of digital images across the Internet. This is why we help our photographers register their unpublished images—and encourage them to register their previously published images. However, we also recognize that most photographers (especially editorial and news photographers) do not register their copyright in their prior published images. Without some degree of protection, they and their agency would be unable to use the tools provided by copyright law to enforce photographers' rights and recover the maximum amount of damages—or, more often, to obtain an early settlement of any unauthorized use claims more quickly and proactively. NOTE: The Corbis Copyright Registration Program is optional. Any photographer can choose to register images separately on his/her own behalf. We encourage you to make sure your images are registered, using whatever method you choose.

At Corbis, we looked at every available legal tool that would help us pursue offenders. Agencies have historically claimed copyright for their catalogs and online databases under a "compilation copyright." Corbis can register this compilation in bulk format and simultaneously register the copyright for our photographers in their unpublished images (which we assign back to the photographer). The result is at least one layer of protection for previously published images and at least two layers of protection for unpublished images—a tremendous legal benefit to photographers at our effort and expense.

For years, photographers and agencies asked the Copyright Office to adopt registration policies that allowed for the easy, inexpensive registration of photography. Working closely with PACA we succeeded in formulating a policy that would allow us to register unpublished photographs in bulk on behalf of our photographers. But there was a catch—the Copyright Office required that although our bulk registration could cover several photographs from many photographers, only one party could be listed as the claimant. (For more detail, read the Copyright Office Circular at <http://www.loc.gov/copyright/fls/fl107.pdf>)

In order to satisfy the Copyright Office requirement of having only one claimant, Corbis was required to have each photographer temporarily assign his/her copyright to Corbis. Once the registration is complete, Corbis assigns back to each photographer his or her respective copyright interest. The benefit is that Corbis can help photographers obtain copyright protection—at our effort and expense—by acting as their agent for purposes of registration. This is the practice that we have successfully followed for a number of years, helping photographers register hundreds of thousands of their photographs.

Just For Good Measure—"Compilation" of Digital Elements

To add another layer of protection against infringements Corbis also registers a different kind of "compilation copyright," one that covers the distinct elements in a digital file. (This is different than the "compilation" above, which refers to a collection of images, not elements). This registration of elements in a digital file provides better protection for each image, since each image contains some degree of these elements. Remember, someone stealing a digital file is also stealing the included elements, so this method of registration turns that single theft into at least two separate infringements.

Corbis only claims authorship for the elements we contribute, and lists the photographers as separate authors for the photographs that we register on their behalf. However, because there can be only one claimant for bulk registrations, Corbis must still obtain a temporary assignment from photographers for the underlying photographs. Again, once the registration is issued, Corbis assigns copyright ownership of the photograph back to the photographer, retaining ownership only for the compilation that covers the Corbis elements

Also, our compilation copyright can only cover the elements of a digital file that Corbis contributes. It cannot give Corbis any rights to the underlying image, nor any derivative rights to use a digital file containing that image. It can only be used to protect against infringement of these elements and to provide Corbis and its photographers with a second layer of protection with which to pursue offender, preserving the ability to recover additional damages and attorneys fees.

Our contract makes clear that we will destroy our digital file of your image upon termination of your agreement. It also clarifies that we share with photographers all recovery resulting from such theft, whether the recovery is based on the photographer's copyright or includes infringement of the compilation copyright.

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EXHIBIT D1

FROM :KEN REDDING PHOTOGRAPHY

FAX NO. :9782559332

Aug. 03 2006 02:47PM P1

Ken Redding Photography
<http://www.kredding.com>


Invoice

DATE: 08/04/2006

Client:
Templemonster.com

For:
Usage of the photo in brochure template and
website template of travel agency.

Please initial the following sections which detail the license of the usage of photo between Ken Redding and Templemonster.com and sign the invoice at the bottom of this page.

Signature	The photo of skateboarder in the air (see the preview below).	
	A.	Usage in brochure template 250 USD.
	B.	Usage in website template 200 USD
	Total: 450 USD	
	Payment terms: Check sent by Fedex --	
	Preview of the photo:	
		

send check to:

*Ken Redding Photo
988 Priscilla's Way
Grand Junction, Co. 81505*

ACCEPTANCE OF AGREEMENT:

I certify that I am the creator and copyright owner of the photo I am selling with this invoice.

Seller's signature

Date

8/3/06

*I will scan this image
a.s.a.p - let me know size
(i.e. 8x10" @ 300 dpi) - or whatever*



EXHIBIT E

Subject: Re: Court Order Requiring Scheduling Report and Certificates of Interested Parties
From: Richard Ross <prodp@ix.netcom.com>
Date: Thu, 13 Jul 2006 17:25:31 -0400
To: Laura Pirri <laurapirri@quinnemanuel.com>
BCC: David Braun <david.braun@gmail.com>, Igor Lognikov <inbox2004@gmail.com>

Ms. Pirri:

We will be out of town from July 29, 2006 to August 7, 2006. Given the court's order to file the joint scheduling report by August 2, 2006, we recommend an earlier meeting. Please advise.

Further, in compliance with the PI, we provide the following information, conditioned in that we were retained formally on July 11, 2006. Our clients are foreign citizens residing in the former Soviet Republic. We are having communication difficulties, but, in good faith, provide what we reasonably believe to be fully compliant with the presently:

Page 3, paragraph 3: Dmitry Tsurkan of Ultravertex, 48 Bandary Street, App. 9, Striy, Lviv Region, Ukraine 82400;

Page 4, paragraph 8: I expect to receive this Tuesday, by DHL courier, CDs the Template Defendants received from Ultravertex. We would like to stipulate with you that we can make a copy to preserve for evidence at trial, and forward the originals to you. Please advise.

Page 4, paragraph 9: An agent of Corbis will be granted access to the facility of the Template Defendants. The facility, however, is located in Russia. Please advise the name of the agent and when you want to inspect.

Page 5, paragraph 1: The domain name www.templatemonster.com was transferred by its owner, a non party. Our clients have no control over the owner. The owner's information is Dmitry Zolotarev, 52/3 Shapiro Street, Ashkelon, Israel. The funds transfer was made in the ordinary course of business, to pay ordinary and typical expenses such as hosting and support for the regular business operations, and meets the spirit of page 6, paragraph 5.

Page 7, paragraph 3: There are no bank accounts abroad or in the US.

Page 7, paragraph 1: No documents or assets have been taken out of the US, thus there is nothing to repatriate.

Further, we have been made aware that all photographic images supplied to the Template Defendants have been removed from the website in that all links to Ultravertex have been removed. The Template Defendants posted a notice to any user of the Ultravertex images of the same. No records have been destroyed or will be.

You also need to be made aware that the Template Defendants are wholly distinct from Ultravertex, and Mr. Lognikov has no business involvement with either the Template Defendants or Ultravertex. We are aware of no allegation which supports any violation of your client's copyrights, to the extent they are valid, with regard to Mr. Lognikov, Artvertex, Inc. or the Web Design Library, and ask for proof thereof, or dismissal of those defendants.

We await your further comments.

Sincerely,
RICHARD S. ROSS, ESQ.

Atrium Centre
4801 S. University Drive
Suite 237
Ft. Lauderdale, Florida 33328
tel 954/252-9110
fax 954/252-9192

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Laura Pirri wrote:

Mr. Ross,

Please see the attached Order Requiring Scheduling Report and Certificates of Interested Parties.

We are available to meet and confer pursuant to Local Rule 16.1.B any time on Tuesday July 25 or between 9 a.m. and 11 a.m. PDT (12 p.m. and 2 p.m. EDT) on Thursday July 27. Please advise which of those days and times works for you.

Although I am sure that you are familiar with them, you may find the Court's Local Rules at <http://www.flsd.uscourts.gov/>.

Thank you.

Laura C. Pirri
Quinn Emanuel Urquhart Oliver & Hedges, LLP
555 Twin Dolphin Drive, Suite 560
Redwood Shores, CA 94065
Direct: (650) 801-5011
Main Phone: (650) 801-5000
Main Fax: (650) 801-5100
E-mail: laurapirri@quinnemanuel.com
Web: www.quinnemanuel.com

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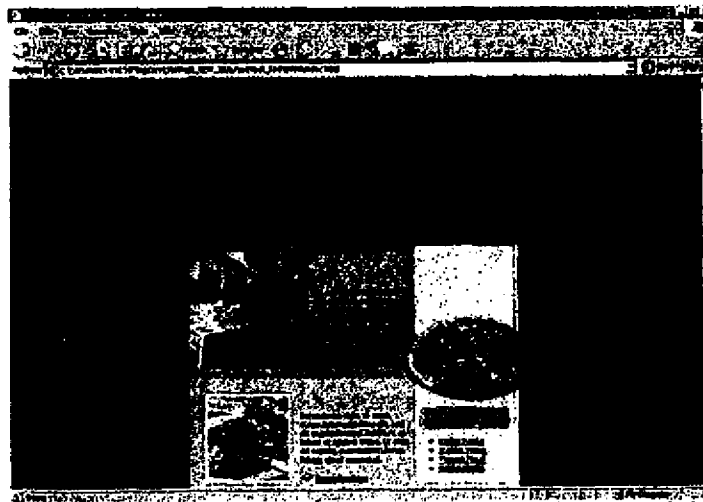
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Welcome to Template Monster Press Room

Template Monster Breaks off the Agreement with Ultravertex.com

Template Monster is disappointed with Ultravertex.com's unethical business practices and severs the agreement with this company.

Brooklyn, N.Y., July 03, 2006 Template Monster, the largest website template provider on the Web, breaks off the agreement with Ultravertex.com, Images provider.

The agreement between Template Monster and Ultravertex.com lasted for several years. The subject of the agreement was Template Monster's purchase of an exclusive license for website templates providers. According to this license Template Monster was able to grant to all of their clients a free account on Ultravertex.com. Template Monster states that the purchase of this license from Ultravertex.com was very expensive, but that Template Monster was able to offer the free accounts with the image provider to give an excellent bonus for Template Monster clients.

Recently Template Monster was informed that Ultravertex.com hasn't responded to Template Monster clients' complaints. Template Monster clients report that they have received allegations that some of the images sold by Ultravertex.com are not owned or licensed by ultravertex.com. Template Monster did its own investigation and found that Ultravertex.com was indeed not responding to many requests, nor would Ultravertex.com respond to Template Monster's questions as to the exact ownership of its images or its lack of responses to Template Monster's clients recently. Template Monster states that it cares about its clients and the investigation will continue for that reason. The results of the investigation thus far have shown that some of the images Ultravertex.com sells apparently do not belong to them, so their selling of the images has raised disputes. If Template Monster receives further information about Ultravertex.com, from the company or other reputable sources, Template Monster will print the information for its clients. Because Ultravertex.com has become unreliable and is unwilling to answer Template Monster's questions, Template Monster made the decision to break off the agreement. At this point in time Template Monster sees no other way to solve these issues but by going to court.

"We are extremely upset with this situation," says David Braun, CEO of Template Monster. "The free account with the image provider was a great bonus for our clients. Unfortunately, we have no other choice but to break off this agreement in order not to mislead our clients. We are very sorry about the situation but we do promise to provide a similar bonus for all of our clients as soon as possible."

Currently Template Monster has removed all the links to Ultravertex.com from its website. And Template Monster strongly recommends to all of its clients not to use any images from Ultravertex.com.

About TemplateMonster.com

TemplateMonster.com - is a first-rate E-commerce company. Template Monster was started in 2002 as a project of Artvertex, Inc. (in no way affiliated with or ever connected to Ultravertex.com). Template Monster was the first company to offer high-quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

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editor@templatemonster.com

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EXHIBIT H

Subject: Re: Provisions of TRO and PI With Which Defendants Have Not Complied
From: Richard Ross <prodp@ix.netcom.com>
Date: Wed, 26 Jul 2006 15:24:09 -0400
To: Laura Pirri <laurapirri@quinnemanuel.com>

Laura,

Pursuant to our conference two days ago on July 24, 2006 re: L.R. 7.1.A.3 in connection with your statement that you will be filing a motion for contempt against our clients, we provide the following response. However, we see that you already filed the motion. Nonetheless, here is our response.

Sincerely,
RICHARD S. ROSS, ESQ.
Atrium Centre
4801 S. University Drive
Suite 237 **(NEW SUITE NUMBER)**
Ft. Lauderdale, Florida 33328
tel 954/252-9110
fax 954/252-9192

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NOTICE UNDER U.S. TREASURY DEPARTMENT CIRCULAR 230, Regulations Governing the Practice of Attorneys, Certified Public Accountants, Enrolled Agents, Enrolled Actuaries, and Appraisers before the Internal Revenue Service:

To the extent that this e-mail communication and the attachment(s) hereto, if any, may contain written advice concerning or relating to a Federal (U.S.) tax issue, United States Treasury Department Regulations (Circular 230) require that we (and we do hereby) advise and disclose to you that, unless we expressly state otherwise in writing, such tax advice is not written or intended to be used, and cannot be used by you (the addressee), or other person(s), for purposes of (1) avoiding penalties imposed under the United States Internal Revenue Code or (2) promoting, marketing or recommending to any other person(s) the (or any of the) transaction(s) or matter(s) addressed, discussed or referenced herein for IRS audit, tax dispute or other purposes.

Laura Pirri wrote:

◇ Richard:

Pursuant to our discussion today, the defendants still have not complied with the following eleven provisions of the Temporary Restraining Order and Preliminary Injunction, all of which were identified previously in Claude's July 12 email. Please remedy these violations immediately. As we mentioned today, we have not received anything from you since your July 13 email, which as Claude stated was woefully incomplete, failing to address most of the eleven provisions identified in this email. We are preparing and will be filing a contempt motion for these violations.

(1) Preliminary Injunction ("PI") and Temporary Restraining Order ("TRO"), pp. 5-6, ¶ 1: The

defendants and their agents were enjoined from transferring, spending, withdrawing, or otherwise disposing of funds, personal property, and other assets, including, assets held by or for a defendant at a payment service provider. "Asset" is defined to include intangible personal property, accounts, credits, and all cash, wherever located

The defendants are violating this provision by demanding withdrawal of funds from their online payment service provider accounts and threatening legal action if those funds are not released. The accounts are subject to the asset freeze provisions of the PI, and we will not waive enforcement of the provisions.

◇

SINCE THE ACCOUNTS ARE FROZEN, DEFENDANTS CANNOT WITHDRAW ANY FUNDS. FURTHER, CORBIS IS VIOLATING THE SPIRIT AND SCOPE PER P. 6, PARAGRAPH 5 BY NOT LETTING THE DEFENDANTS HAVE FUNDS TO OPERATE THEIR BUSINESSES IN THE ORDINARY COURSE AND THAT HAVE NOTHING TO DO WITH THIS CASE. WE ASKED YOU TO PERMIT THEM ACCESS TO THE FUNDS AND YOU REFUSED. OUR PENDING MOTION TO MODIFY THE PI WILL ADDRESS THIS MATTER.

◇The defendants have violated this provision by transferring the domain name <templatemonster.com> out of the country to a domain name registrar in Russia. Please immediately return <templatemonster.com> to the registrar GoDaddy.com, Inc. in Arizona.

WE PREVIOUSLY ADVISED YOU ON JULY 13 THAT THE DEFENDANTS DO NOT OWN THE DOMAIN NAME AND DO NOT CONTROL ITS REGISTRATION. THE OWNER'S NAME HAS BEEN PROVIDED TO YOU.

◇

(2) TRO and PI, pp. 6-7, ¶ 1: The defendants were ordered to provide to counsel for Corbis certain account and asset information within three business days of service of the TRO and PI.

No defendant has provided any of the required account or asset information. It is clear that the defendants have accounts and assets in the United States or abroad. Please provide this information immediately.

THE PI PROVIDES AT PP. 6-7 THAT FINANCIAL INSTITUTIONS AND THE LIKE SHALL GIVE ACCOUNT INFORMATION. ALL THAT DEFENDANTS WERE REQUIRED TO DO WAS TO PROVIDE YOU WITH THE SIGNED ATTACHMENT C TO ENABLE YOU TO OBTAIN THE FINANCIAL INFORMATION YOU SEEK.

◇

(3) PI, p. 10: The defendants were ordered to inform Corbis, in writing and under oath, of the names and contact information of the officers and shareholders of each defendant entity. This was required ten days after service of the PI.

The defendants have failed to provide any of the required contact information. Please provide this information immediately.

THIS INFORMATION WAS PROVIDED ON JULY 13, AND SUPPLEMENTED ON JULY 20
(WHICH WAS ALSO FAXED TO YOU ON JULY 24, 2006)

◇

(4) TRO and PI, p. 8, ¶ 4: The defendants were ordered to sign and deliver to Corbis's counsel the Consent to Release of Financial Records which is Attachment C to the TRO and PI. The signed release was due within three business days after service of the TRO and PI.

No defendant has signed and delivered the release to Corbis's counsel. Please provide it immediately. Neither we nor counsel at Greenberg Traurig have received any release from you or any defendant.

AGAIN, PROVIDED ON JULY 20 BY MAIL, AND FAXED TO YOU ON JULY 24, 2006.

◇

(5) TRO and PI, p. 3, ¶ 3: The defendants were ordered to disclose to Corbis' counsel certain contact information for all persons that at any time participated in the copying, publishing, distribution, or marketing of any Corbis Images. This information was due within 12 hours of receipt of the TRO and PI.

The defendants have failed to provide any of the required contact information for any person with the exception of one person allegedly at Ultravertex and even his contact information is incomplete. The evidence introduced in support of the TRO and PI showed the Corbis Images distributed on TemplateMonster.com. However, you have not identified or provided contact information for any person at TemplateMonster.com. Please provide complete contact information for all persons as required by this provision.

AGAIN, PROVIDED ON JULY 20 BY MAIL, AND FAXED TO YOU ON JULY 24, 2006.

◇

(6) TRO and PI, p. 3, ¶ 4: The defendants were ordered to notify all persons that participated in the copying, publishing, distribution, or marketing of any Corbis Images of the TRO and PI; provide those persons with copies of the TRO and PI; and instruct them to immediately stop. This was required within 12 hours of receipt of the TRO and PI.

Please confirm that the defendants have notified all persons that participated in the copying, publishing, distribution, or marketing of any Corbis Images of the TRO and PI; provided those persons with copies of the TRO and PI; and instructed them to immediately stop. Please confirm this for all persons--not just the person allegedly at Ultravertex--as provided above in #5.

THIS HAS BEEN DONE PER THE DEFENDANTS' HOMEPAGE.

◇

(7) TRO and PI, p. 3, ¶ 5: The defendants were ordered to obtain all copies of Corbis Images from all those who participated in the copying, publishing, distribution, or marketing of any Corbis Images. This was required within 48 hours of receipt of the TRO and PI.

Please confirm that the defendants have obtained all copies of Corbis Images from all those who participated in the copying, publishing, distribution, or marketing of any Corbis Images. Please

confirm this for all persons--not just the person allegedly at Ultravertex--as provided above in #5.

WE CAN ONLY SPEAK FOR OUR CLIENTS, AND THIS HAS BEEN DONE; THE ONLY SOURCE OF THE IMAGES WAS FROM ULTRAVERTEX.

◇

(8) TRO and PI, p. 4, ¶ 8: The defendants were ordered to turn over for impoundment to Corbis's counsel all copies of Corbis Images, including computer disks, hard drives, servers, and other storage media on which defendants stored such images.

No defendant has turned over to Corbis's counsel any Corbis Images or any storage media on which such images are stored. Please do so immediately.

WE TOLD YOU ON JULY 13 THAT WE INSTRUCTED OUR CLIENT TO SEND ALL DISKS, AND WE ASKED YOU IF WE CAN MAKE A COPY TO PRESERVE AS EVIDENCE FOR TRIAL. WE NOW HAVE THE DISKS, BUT YOU HAVE NOT RESPONDED TO OUR REQUEST.

◇

(9) The defendants were ordered to permit an agent of Corbis to inspect their premises to ensure compliance with the Court's impoundment order.

With respect to the facility in Russia that you represent belongs to the Template Defendants, please advise where in Russia it is located and what is the first date that it is available for inspection. Please also advise where the facilities of the Lognikov Defendants are located and the first date that they are available for inspection. Please also advise when and whether the defendants' United States facilities are available for inspection.

HERE IS THE ADDRESS FOR THE TEMPLATE DEFENDANTS: 126, SOVIET AVENUE, CHEREPOVETZ, VOLOGOSKAYA OBLAST, 162622; THE LOGNIKOV DEFENDANTS ADDRESS WAS PREVIOUSLY GIVEN TO YOU ON JULY 20, 2006. THERE ARE NO FACILITIES IN THE US. WE ARE TRYING TO GET AVAILABLE DATES, BUT IT IS HOLIDAY SEASON THERE. PLEASE ADVISE SEVERAL DATES THAT ARE AVAILABLE TO YOU.

◇

(10) TRO and PI, pp. 7-8, ¶ 1: The defendants were ordered to repatriate to the United States all documents and assets outside the United States within defendants' control. This was required within three business days of service of the TRO and PI.

This provision is not limited to documents and assets taken outside the United States. It requires repatriation of all documents and assets outside the United States regardless of whether they were taken from the United States. Please comply with this provision immediately.

NOTHING WAS TAKEN OUT OF THE U.S.; THERE IS NOTHING TO REPATRIATE. HERE WE WILL HAVE TO AGREE TO DISAGREE. WE DO NOT BELIEVE THE COURT'S ORDER REQUIRES THE DEFENDANTS TO FORWARD FROM RUSSIA ALL OF THEIR WORLDLY POSSESSIONS TO CORBIS.

◇

(11) TRO and PI, p.8, ¶2: The defendants were ordered to provide Corbis a full accounting of all documents and assets outside the United States or repatriated to the United States within defendants' control. This was required within three business days of service of the TRO and PI.

2CO.com. IT IS REGISTERED TO template-help.com; Moneybookers.com. THE ACCOUNT ID IS: money@template-help.com; CHRONOPAY, THE ACCOUNT NAME IS template-help.com.

◇

No defendant has provided the required full accounting. Please provide it immediately.

Thank you.

Laura C. Pirri
Quinn Emanuel Urquhart Oliver & Hedges, LLP
555 Twin Dolphin Drive, Suite 560
Redwood Shores, CA 94065
Direct: (650) 801-5011
Main Phone: (650) 801-5000
Main Fax: (650) 801-5100
E-mail: laurapirri@quinnemanuel.com <<mailto:ulaurapirri@quinnemanuel.com>>
Web: www.quinnemanuel.com <<http://www.quinnemanuel.com/>>

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EXHIBIT I

LAW OFFICE
RICHARD S. ROSS, Esq.
ATRIUM CENTRE
4801 SOUTH UNIVERSITY DRIVE
SUITE 837
FORT LAUDERDALE, FLORIDA 33328

RICHARD S. ROSS
MEMBER OF
FLORIDA BAR & FEDERAL BAR
REGISTERED PATENT ATTORNEY

July 20, 2006

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(954) 352-0110
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Lori Anne Sochin, Esq.
Ronnie Fernandez, Esq.
GREENBERG TRAURIG
1221 Brickell Avenue
Miami, FL 33131

Claude M. Stern, Esq.
Laura Pirri, Esq.
QUINN EMANUEL
555 Twin Dolphin Drive
Suite 560
Redwood Shores, CA 94065-2139

RE: LOGNIKOV, ET AL ADV CORBIS

Counsel:

Enclosed please find our clients' compliance with the court's order to commence discovery, including Attachment C to the preliminary injunction. If we can be of further assistance, please do not hesitate to contact us.

Sincerely,

RICHARD S. ROSS, ESQ.

RSR/me
Enclosures

IGOR LOGNIKOV

Address: Bestuzhev str., 3a, apt. 62, Moscow, Russia, zip 125568. Apartment phone num. +79188023638. Cell. Phone number: +79284267884.

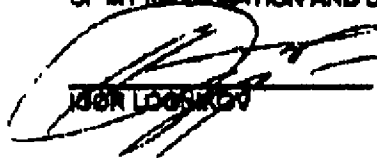
ARTVERTEX, INC.

Company was dissolved around 1 year ago. At the time of company's formation I resided 7115, 3rd ave., apt. 2a, Brooklyn, New York, 11209. That's why I used this address during registration. There is no physical office related to this company.

WEB DESIGN LIBRARY

Project is operated by me, solely. Once it was developed by external team of web developers in Ukraine. I can not define any exact address for it. I believe it's address should be considered the same as my address.

I, IGOR LOGNIKOV, SWEAR THAT THIS INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF.



IGOR LOGNIKOV

20 July 2006

ANDREI KOULIKOVSKI
NOW RESIDING AT: CHERNOVOLA 16, APT. 58, KIEV, UKRAINE
CHIEF EXECUTIVE OFFICER OF MYTEMPLATESTORAGE.COM.

TEMPLATEMONSTER.COM

This is not an entity. This is the domain name that belongs to one of affiliates who registered on www.mytemplatestorage.com. I have no control on this. I believe, their address is Shapiro 52, Ashkelon, Israel.

TEMPLATE TUNING

This is the project that is also operated by the team of Mytemplatestorage.com. Copyright on website and content is registered on Colman Alliance LLC company, which is registered in British Virgin Islands

MYTEMPLATESTORAGE.COM

Office of Mytemplatestorage.com is located: Puskinskaya St. 1, Apt. 18, Petrozavodsk, Karelia, Russia, ZIP 186670. Office apartment is rented on name Vasil Gurjy -- he is responsible for all real estate issues related to my business. Phone +78294267884.

TEMPLATE-HELP.COM

This is just the domain name owned by Mytemplatestorage.com team. Used for internal needs.

TEMPLATE-DELIVERY.COM

This is just the domain name owned by Mytemplatestorage.com team. Used for internal needs.

SITE2YOU.COM

Domain name owned by the team of Mytemplatestorage.com

GALLAWAY ALLIANCE, INC.

Entity of web development company that built back-end of Mytemplatestorage.com, Site2you.com and for some affiliates like www.templatemonster.com. This company had developed backend and makes modifications in it upon requests. They require to hold copyright of the back end at their ownership. Company is based in Morocco: 21 Rue Moulay Ahmed Louldi, Place Pietrie - Rabat Maroc. Tel: +212-37-78-22-00 (LQ). Fax: +212-37-78-22-88.

I, ANDREI KOULIKOVSKI, SWEAR THAT THIS INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF.


ANDREI KOULIKOVSKI

20.07.2006

CASE NO. 06-21643-CIV

ATTACHMENT C

Consent to Release of Financial Records

I, an officer of Mytemplatestorage.com do hereby direct any bank, trust company, or financial institution at which Mytemplatestorage.com has an account, and its officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Carbis Corporation, and to give evidence relevant thereto, in the matter of the Carbis Corporation v. Logutskov et al., Case No. 06-21643-CIV, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as consent with respect thereto.

Dated: 20.07.2006

Name and Title: Andrei Koulikovski CEO



CASE NO. 06-21643-CIV

ATTACHMENT C

Consent to Release of Financial Records

I, an officer of _____, do hereby direct any bank, trust company, or financial institution at which Igor Lognikov has an account, and its officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Corbis Corporation, and to give evidence relevant thereto, in the matter of the Corbis Corporation v. Lognikov et al., Case No. 06-21643-CIV, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as consent with respect thereto.

Dated: 20 July 2006

Name and Title: Igor Lognikov



EXHIBIT J

DECLARATION OF (PUT YOUR NAME HERE)

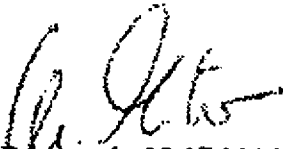
I, Christian Thäter, declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Christian Thäter, Gropiusweg 3, D-64289 Darmstadt, Germany). The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: info@space2000.de.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Darmstadt, 28.07.2006

Christian Thäter
Gropiusweg 3
D- 64289 Darmstadt
Germany



Darmstadt, 28.07.2006

DECLARATION OF (PUT YOUR NAME HERE)

I, Christian Thäter, declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Christian Thäter, Gropiusweg 3, D-64289 Darmstadt, Germany). The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: info@space2000.de.

3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.

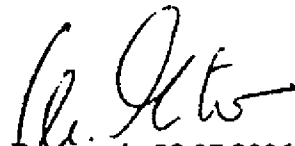
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.

5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Darmstadt, 28.07.2006

Christian Thäter
Gropiusweg 3
D- 64289 Darmstadt
Germany



Darmstadt, 28.07.2006

DECLARATION OF ROSTISLAV NIKITIN

I am Rostislav Nikitin declare as follows:

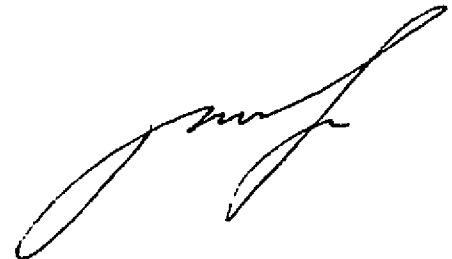
1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Pähklimäe 2, 44, Narva 20607, ESTONIA. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: my moneybookers email is: position01@mail.ru.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Friday, July 28, 2006, Narva, ESTONIA

Rostislav Nikitin

Pähklimäe 2, 44, Narva 20607, ESTONIA



Signature

DECLARATION OF Carsten Kammerdiener
(for internal and court's use, only)

I, **Carsten Kammerdiener**, declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: **Sonnenweg 10, D 32602 Vlotho, Germany**. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: **info@brainlounge.com**.

3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.

5. I have no connection with or have consciously copied, distributed or displayed, any Corbis photographic images, and never did.

With the exception of images we bought legally via websites owned / might be owned and operated by corbis (e.g. corbis.com, photos.com) and used for different -non mytemplatestorage- projects according to the granted rights. Those images have never been used within templatemonster-affiliate shop and have not been distributed or displayed via or in that shop.

6. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 2006-07-28 at Vlotho, Germany.



Carsten Kammerdiener

Sonnenweg 10
D-32602 Vlotho
Germany

DECLARATION OF OGNYAN MLADENOV IVANOV

I Ognyan Mladenov Ivanov declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Bulgaria , 1231 Sofia, 7 Svoboda apt 53. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: oggin@ewwws.com.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 28.07.2006 at Sofia Bulgaria.

Ognyan Mladenov Ivanov

Full Address

Bulgaria , 1231 Sofia, 7 Svoboda apt 53



Signature

DECLARATION OF ANDREW SCOTT

I, Andrew Scott, declare as follows:

I am an affiliate of Mytemplatechange.com, a web catalog owned by a company Mytemplatechange.com and its sites and company, common to those who are affiliated with Mytemplatechange.com. I am a U.S. citizen, born in the United States, and I declare that the statements made in this declaration are based on my personal knowledge, and as a witness, I can testify competently to these matters.

I have not provided any fraudulent or false information to any law enforcement agency, and I have not provided any false information to any law enforcement agency.

I have not provided any fraudulent or false information to any law enforcement agency, and I have not provided any false information to any law enforcement agency, within the Southern District of Florida.

I have not provided any fraudulent or false information to any law enforcement agency, and I have not provided any false information to any law enforcement agency, and I have not provided any false information to any law enforcement agency.

I have not provided any fraudulent or false information to any law enforcement agency, and I have not provided any false information to any law enforcement agency, and I have not provided any false information to any law enforcement agency.

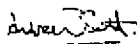
I have not provided any fraudulent or false information to any law enforcement agency, and I have not provided any false information to any law enforcement agency.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 20th day of October, 2006, at Orlando, Florida.

Andrew Scott

Mytemplatechange.com, Mytemplatechange.com, Mytemplatechange.com



DECLARATION OF ANDREW SCOTT

I (Your Full Name) declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: 3 Coppice Lane, Noak Bridge, Basildon, Essex SS15 4JS, England. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: admin@applestalk.com
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 28th July 2006 at Basildon, England.

Andrew Scott

3 Coppice Lane, Noak Bridge, Basildon, Essex SS15 4JS



DECLARATION OF CHARLIE ABBOTT

I Charlie Abbott declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: 7 Shire Place, Earlsfield, London, England, UK. SW18 3BP. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: (ceo@bestflashanimationsite.com).

3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.

6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.

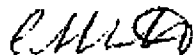
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this (29/07/2006) at (London, England, UK).

Charlie Abbott

7 Shire Place, Earlsfield, London, England, UK. SW18 3BP.



Signature

CHARLIE ABBOTT
7 SHIRE PLACE
SW18 3BP

DECLARATION OF KULDIP MOND

I (Your full Name) declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: 10 Cambridge Way, Acocks Green, Birmingham B27 6SF, UK. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.

2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: cmadp@moneybookers.com.

3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.

4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.

6. I have no connection with or have copied, distributed or displayed, any Curtis photographic images, and never did.

5. I ask the Court to issue the permission to release my funds immediately.

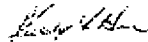
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 28th July 2006 at Birmingham United Kingdom.

Your name

Full Address
10 Cambridge Way,
Acocks Green,
Birmingham B27 6SF, UK

Signature



DECLARATION OF SAJJAD

I Sajjad Tufail declare as follows:

1. I am an affiliate of Mytemplatestorage.com. I am earning money by promoting Mytemplatestorage goods and services and receiving commissions from each sale generated by me. My residential address is: Opposite Union Council airport road Gohad pur Sialkot, Pakistan. The statements made in this declaration are based upon my personal knowledge, and if called as a witness, I could testify competently to these matters.
2. There is an unusual delay in transferring my earned affiliate commissions to my Moneybookers account: inquiry@cmxd.com.
3. I was informed by the staff at Mytemplatestorage.com that the delay is caused by the Temporary Restraining Order issued by the United States District Court, within the Southern District of Florida.
4. I truly believe that this TRO should not in any way affect my ability to receive my funds and they should be released as soon as possible.
6. I have no connection with or have copied, distributed or displayed, any Corbis photographic images, and never did.
5. I ask the Court to issue the permission to release my funds immediately.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 03-August-2006 at Sialkot, Pakistan.

Sajjad Tufail

Opposite Union Council airport
road Gohad pur Sialkot. Pakistan.
51310

Signature



EXHIBIT K



August 1st, 2006
Attn: David Braun
Mytemplatestorage.com

Dear Mr. Braun:

Please see the attached invoice for hosting services in the amount of \$12,353.27. Hosting payments are DUE IN ADVANCE. I therefore write this letter to you as a reminder that, as per our dedicated server hosting agreement, if we do not receive payment within 10 days past invoice due date, we will be forced to cancel services, and begin collection procedures on the remaining balance of those 10 days.

Thank you Mr. Braun for you continued patronage - and I am looking forward to your prompt response.

Gino Petitti - CFO
iHostXtremes.com

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3 entries found for *repatriate*.

re-pa-tri-ate **Pronunciation Key** (rĕ-pă'trĭĕ.ăt')
tr.v. re-pat-ri-at-ed, re-pat-ri-at-ing, re-pat-ri-ates

To restore or return to the country of birth, citizenship, or origin: *repatriate war refugees.*

n. (-ăt, -ăt')

One who has been repatriated.

[Late Latin repatriāre, repatriāt-, *to return to one's country* : Latin re-, re- + Latin patria, *native country*; see **expatriate**.]

re-pa'tri-ā'tion *n.*

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Source: *The American Heritage® Dictionary of the English Language, Fourth Edition*

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repatriate

To bring home assets that are currently held in a foreign country. Domestic

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corporations are frequently taxed on the profits that they repatriate, a factor inducing the firms to leave overseas the profits earned there.

Source: Wall Street Words: An A to Z Guide to Investment Terms for Today's Investor by David L. Scott. Copyright © 2003 by Houghton Mifflin Company. Published by Houghton Mifflin Company.

repatriate

n : a person who has returned to the country of origin or whose citizenship has been restored **v** 1: send someone back to his homeland against his will, as of refugees 2: admit back into the country [ant: expatriate]

Source: WordNet ® 2.0, © 2003 Princeton University

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<u>File Number:</u>	3688349	<u>Incorporation Date / Formation Date:</u>	11/06/2002 (mm/dd/yyyy)
<u>Entity Name:</u>	ARTVERTEX, INC.		
<u>Entity Kind:</u>	CORPORATION	<u>Entity Type:</u>	GENERAL
<u>Residency:</u>	DOMESTIC	<u>State:</u>	DE
<u>Status:</u>	DISSOLVED	<u>Tax Status:</u>	CURRENT

REGISTERED AGENT INFORMATION

<u>Name:</u>	DELAWARE PROFESSIONAL SERVICES CORPORATION		
<u>Address:</u>	ONE COMMERCE CENTER/SUITE 702 1201 N. ORANGE STREET		
<u>City:</u>	WILMINGTON	<u>County:</u>	NEW CASTLE
<u>State:</u>	DE	<u>Postal Code:</u>	19801
<u>Phone:</u>			

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Starting 3D Lessons.com - Feb 20th, 2007

Template Monster starts a new educational site dedicated to 3D Tutorials.

"Bonuses Page" has been launched! - Feb 9th, 2007

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Which is the best for you-osCommerce, ZenCart or CreLoaded web templates? - Feb 7th, 2007

There is some helpful information to decide what website template to choose.

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Price (?): **\$61**
Unique Price (?): **\$2500**

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Template Monster is a world leader in e-commerce - providing customers with valuable, convenient, relevant and enjoyable online experiences through a diversity of products and services. The main orientation of the company is a web design with an emphasis on affordable web design products and services. We pioneered in creating and selling high quality website templates. Our library is currently the largest on the Internet, with over 5,000 website template designs. We add, on average, 150-200 new designs monthly.

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Awards

Template Monster is a leading project in web design and e-commerce. Our clients, partners and even competitors are delighted by our works. Quality of service and products is constantly up-grading. We succeed in winning many awards and prizes. We offer you to familiarize yourself with list of our achievements...

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Press Room

Keeping in touch with our clients and partners is very important for us. Please follow this link to enter our Press Room and find newest official press releases from our company...

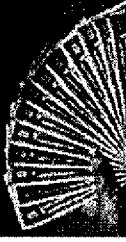
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People love us!

TemplateMonster is proud to share with you the testimonials of our customers. These are not redacted and formatted recommendations but simple words of gratitude that we receive day by day! We have deliberately removed people contact information to preserve our customers from spamming.

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We attach great importance to your comments and suggestions and encourage you to share your ideas and improvements with us.

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Vectorials.com is the newest of Template Monster's Educational Resources and is dedicated to digital art software tutorials.
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Template Monster Designs Templates for Zen Cart 1.3, Oct 23, 2006
Templates for the new version of Zen Cart (1.3) e-commerce system.
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Welcome to Template Monster Press Room**Template Monster's St. Valentine's Day Templates Discount**

Template Monster offers a collection of St. Valentine's Day osCommerce Templates at a 20% discount.

Brooklyn, N.Y., January 22, 2007 - Template Monster, the largest website templates provider on the Web, launches its St. Valentine's Day promotion, offering a collection of St. Valentine's Day osCommerce Templates at a 20% discount.

A team of Template Monster's experienced designers has created a number of osCommerce templates especially dedicated to St. Valentine's Day. osCommerce Templates are special templates that are compatible with the osCommerce system. They are remarkable for high quality and include all necessary files to start an online store in minutes.

"We are happy to celebrate with our customers by always trying to offer bargains and discounts," says David Braun, CEO of Template Monster. "At this time we offer them the festive osCommerce templates at a substantial discount, and we really hope our clients will appreciate it! I want to thank Template Monster's team of designers who do their best to please our customers, they put their hearts into our common cause. And of course, I'd like to congratulate all our partners and clients on St. Valentine's Day. I know they will continue to provide inspiration to us with more and more creative ideas."

Template Monster creates excellent, new designs and makes them available to its customers. Following the latest trends in web design, we still takes our customer's needs as our primary source of inspiration.

About TemplateMonster.com

Template Monster - is our anchor. It is a first-rate E-commerce project in web design. Started in 2002 as a project of Artvertex, Inc., it was the first company to offer high quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

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Template Monster Gives out Vouchers for Microsoft adCenter Services

Template Monster offers \$100 credit with Microsoft adCenter to all its customers

Brooklyn, N.Y., January 11, 2007 - Template Monster, the largest website template provider on the Web, launches a special promotional campaign to help its customers to promote their websites. Template Monster will give out 300 vouchers to first 300 customers who claim it. Each voucher allows \$100 credit with Microsoft adCenter services.

Microsoft adCenter, is a division of the Microsoft Network responsible for MSN's advertising services. Microsoft adCenter currently provides pay per click advertisements. According to Nielsen/NetRatings Microsoft adCenter can help in reaching 99 million potential customers - 81% of whom have recently purchased online - an audience that converts at a higher rate than Google in four out of five categories.

"We are happy to introduce this bonus to our customers. Unfortunately, it's a limited time offer, the bonus will go to the first 300 of our customers who claim for it," says David Braun, CEO of Template Monster. "We really appreciate our customers and constantly work on bringing new bonuses to them."

Template Monster is famous for its bonus-pack which often exceeds the price of some of the Template Monster products. We promise to add many more bonuses for our customers in 2007.

About TemplateMonster.com

Template Monster - is our anchor. It is a first-rate E-commerce project in web design. Started in 2002 as a project of Artvertex, Inc., it was the first company to offer high quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

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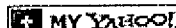
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● TemplateMonster.com and Globat.com Collaborate on a New Educational Program

Template Monster and Globat.com begin work to assist US Colleges and Universities

Brooklyn, N.Y., December 22, 2006 - -- Template Monster, the largest website templates provider on the Web and Globat.com, one of the largest hosting providers laid out plans for a new program to assist Universities and Colleges of the USA with an .edu domain name.

Templatemonster.com will give a free, custom-designed webpage template and Globat.com will give a free, Terabyte Pro hosting package to all USA Universities and Colleges who use the .edu domain name. This program allows only the Universities and Colleges who use the .edu domain name to apply for this program.

"We are very proud to offer this kind of assistance to Universities and Colleges. We will make a beautiful, high-quality webpage design for their site," said David Braun, CEO of Template Monster. "We will help every University or College who will sign up for this program. There are no limits on the number of applicant websites we will design."

This program offers professional design and strong hosting absolutely free from the partnership of Templatemonster.com and Globat.com.

Apply now!

About TemplateMonster.com

Template Monster - is our anchor. It is a first-rate E-commerce project in web design. Started in 2002 as a project of Artvertex, Inc., it was the first company to offer high quality website templates. TemplateMonster.com enjoys more than 30,000 unique visitors daily, and consistently numbers among the top 1,000 most popular websites on the Internet.

About Globat.com

Founded in 2002, Globat, LLC has quickly grown to become the world-leader in Performance Web Hosting™. As one of the most established Web hosting companies in the United States, Globat.com offers affordable, high-quality Web hosting solutions to over 75,000 customers worldwide. Along with their feature-rich hosting packages, Globat.com's dedication to customer service and technical support has solidified their status as a major player in the Web hosting industry.

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Welcome to Template Monster Press Room

TemplateMonster.com and Bitrix Inc. Become Partners

Template Monster and Bitrix Inc. start working on integration of their products.

Brooklyn, N.Y., December 20, 2006 - Template Monster, the largest website templates provider on the Web and Bitrix Inc., the leading developer of Content Management Systems and Portal Solutions sign a partnership agreement. Both companies are seeking deeper integration of their products.

Bitrix Site Manager is the all-purpose integrated system for web development and maintenance projects. Bitrix Site Manager offers the leading and most comprehensive user interface that provides effective web site content management without need of programmers or other specialists. Template Monster will recommend this CMS solution to all of its customers. Integrating Bitrix Site Manager into Template Monster's templates requires the cooperative efforts of both companies. In the near future this cooperative project will yield a feature-rich, CMS-capable website with premium design.

"We are very proud to offer this great solution to our customers!" says David Braun, CEO of Template Monster. "We are currently offering a 30% discount to all of our customers for Bitrix's products as a part of our Christmas promotions. This is only the beginning. In the near future our partnership will be broadened."

Sergey Rizhikov, CEO of Bitrix Inc. agrees that this promotion is the first step towards a strong and productive partnership with Template Monster. "We are proud to introduce this robust product to Template Monster customers. We have some exciting projects underway and the resulting products will be offered in very attractive promotions just ahead, and we're just getting started," he remarked.

This partnership is a very promising alliance for both companies with some deep integration of the product systems of Template Monster and Bitrix Inc. These kinds of solutions create a win-win situation for customers of both companies.

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About Bitrix

Bitrix Inc. specializes in developing Content Management Systems (CMS) and portal solutions for managing Web projects and multi functional information systems on the Internet. Bitrix specialists, by their considerable efforts and skill, have developed the Bitrix Site Manager software - a stand-alone application that provides complex web solutions. This software tech-corp was established in 1998 by a group of IT specialists. Bitrix continues to hold a leading position in the Web-development market, always offering high-



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standard solutions to its clients and partners.

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Welcome to Template Monster Press Room

Template Monster's Christmas Stocking for You

Template Monster's Special Christmas Stocking is full of bonuses with \$500 in total value.

Brooklyn, N.Y., December 13, 2006 – Template Monster, the largest website templates provider on the Web launches the Christmas Stocking promotion offering every client a great package of bonuses with a total value of \$500.

This Christmas Stocking includes two types of bonuses. First of all, FREE bonuses including a year of free hosting and a free domain name from Globat.com, 100 free fonts and over 1000 design elements (logos, artworks, icons, and photos) from TemplateMonster.com, 5 free images from Fotolia.com, and a free merchant account from payQuake.com.

The second part of the Christmas Stocking includes promotional codes and coupons for Template Monster's partners' products and services: 50% discount from BlogJet.com – a weblog client to manage lots of your blogs easily, 30% discount from Bitrix Site Manager – one of the best commercial CMS systems on the market, 20% discount for design changes (templates customization services) from TemplateTuning.com, 20% discount for CRE Loaded commercial products – one of the most powerful solutions for online commerce, 20% off of AbsolutVision.com membership, and \$25 credit with Overture promotional services.

"We are very happy to offer this Christmas Stocking to our customers, and we truly hope that they like it!" says David Braun, CEO of Template Monster. "We would like to thank all of our partners who agreed to take part in this holiday promotion. We hope that we will become of even more value to them in 2007. And of course, we will continue delivering the very best web templates and other design products to all of our customers!"

Template Monster is famous for its quality products and affordable prices as well as our partnering relationships with reliable companies to satisfy our customers' every need.

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Welcome to Template Monster Press Room

● PayQuake Partners with Template Monster to Become the Provider of Bankcard Processing Solutions

payQuake offers free Internet-ready merchant account and online secure gateway to all Template Monster clients.

Brooklyn, N.Y., December 06, 2006 - TemplateMonster.com, the largest seller of website templates worldwide, has made a deal with payQuake, a world-class provider of affordable bankcard processing solutions to offer low cost merchant accounts to Template Monster clients.

With this exclusive offer businesses will be able to choose an extremely affordable credit card merchant account with low monthly and processing fees while including a payment gateway and virtual terminal within a bundled plan. Combined with world-class customer service and 24-48 hour account setup, this is a truly exceptional offering in the world of merchant processing.

payQuake CEO, Tony Perre says, "Template Monster is the world leader in affordable web design products and services, and we are very excited to bundle our merchant account services with Template Monster's many offerings. It is our very good fortune to be the exclusive partner with such a successful and well respected company in the world of e-commerce."

"We are glad to offer our clients such a simple but powerful solution," says David Braun CEO of Template Monster. "There are lots of people among our clients who want to build their own online shop. Our designs in combination with the offer from payQuake are probably the simplest, cheapest, and fastest way to do it."

Template Monster welcomes a respected partner, payQuake, and is pleased to assist its many valued customers with the excellent value in card services that payQuake is offering in this partnership.

About TemplateMonster.com

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About payQuake

payQuake has been at the forefront of Internet merchant processing since 2001, offering a completely different suite of merchant solutions and unique partner plans. payQuake is the sole and exclusive provider of merchant controlled bankcard processing solutions via its Dynamic Merchant Pricing Technology.



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Welcome to Template Monster Press Room

Template Monster Launches Vectorials.com

Vectorials.com is the newest of Template Monster's Educational Resources and is dedicated to digital art software tutorials.

Brooklyn, N.Y., November 16, 2006 - Template Monster, the largest website templates provider on the Web, announced today that they have opened Vectorials.com. This website was created to offer a library of vector graphic tutorials.

Template Monster reports that there are digital art tutorials in Adobe Illustrator, Corel Draw and Paint Shop Pro Vector, as well as others.

The tutorials already number over 200, and further additions will be made on a regular basis.

Gratitude must be expressed to the many authors of these tutorials by Template Monster, Vectorials.com and all the readers of these tutorials. The educational network ideal can only be praised as the richest of resources for net technologies of all kinds.

Vectorials.com is pleased to be able to do its part in furthering available knowledge and stimulating the creation of new knowledge by its many contributors.

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About Vectorials.com

Vectorials.com - is an educational resource made available by Template Monster. Vectorials presents materials on all aspects of digital art creation in Adobe Illustrator, Corel Draw, Paint Shop Pro Vector and other creative softwares. The site is open for readers interested in digital artwork and authors who support the idea of sharing their knowledge to make the Web a better media to deal with.

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Welcome to Template Monster Press Room

Template Monster Designs Templates for Zen Cart 1.3

Templates for the new version of Zen Cart (1.3) e-commerce system.

Brooklyn, N.Y., October 23, 2006 Template Monster, the largest website template provider on the Web, enlarges its collection of Zen Cart templates with a new set of templates that are fully compatible with Zen cart latest version - 1.3.5

Zen Cart is an e-commerce system based on osCommerce. The latest version has some substantial improvements. One of the most important improvements for Template Monster, as Zen Cart templates producer, is the XHTML template system. The templates that are valid for the old version are not compatible with the new version. Template Monster responds to the latest trends, it will now produce Zen Cart templates compatible with the latest version of Zen Cart, bringing the best products to customers.

"We already have some Zen Cart templates in our collection but they are not compatible with the new version of the system," says David Braun, CEO of Template Monster. "We will keep them in the stock for some time as many people still using the previous version of Zen Cart. All the new Zen Cart templates will be made for Zen Cart version 1.3.5."

Template Monster will add two new Zen Cart templates to our database every week. Another major change is that all Zen Cart templates will be sent with an HTML version included in the package, done by popular request of our customers.

Template Monster has the templates for the most popular e-commerce systems (osCommerce, CRE Loaded, Zen Cart) and we constantly improve our products to make them the best available.

About TemplateMonster.com




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Welcome to Template Monster Press Room

TemplateMonster.com Partners with Fotolia.com for Stock Images

TemplateMonster.com and Fotolia.com - Images Included in the Templates and Customer Discounts.

Brooklyn, N.Y., August 14, 2006 - TemplateMonster.com, the largest seller of website templates worldwide, has struck a deal with Fotolia.com, an established provider of the highest quality photographs in all categories.

This agreement includes two major features - both very good for TemplateMonster.com and its valued customers. The first feature involves the use of the highest quality photographs that Fotolia.com has to offer in the Template Monster webpage templates, which is a bonus for buyers of these premium templates. The agreement stipulates that each time a template is sold, the owners of the copyrights of the images embedded in the template will be paid according to the usual Fotolia pricing policy and license agreement. Settlements to be made at the end of each month.

The second feature of this partnership agreement provides a 10% discount on all purchases from Fotolia.com for any Template Monster customers who make a purchase from Template Monster on or after August 14, 2006, for the duration of the current partnership agreement.

"We can be proud of our partnership with Fotolia.com. They are as interested in quality, service, and value for customers as we are. We hope our mutual customers appreciate the rewards of this new partnership." - says David Braun CEO of Template Monster.

"We are proud to offer our library of professional images to Template Monster and customers for web design. We are excited to collaborate with the number one template site in the world. As a Fotolia partner, Template Monster will now have access to the fastest growing database of images from artists and photographers around the world. It is our hope that this alliance will bring more designers to Template Monster and increase revenue to the thousands of Fotolia artists." says Oleg Tscheltzoff, President of Fotolia.com

Template Monster will continue to meet our goal of providing the most professional photography available in all of our webpage templates. Webpage designers are our customers and they deserve the very best available. The offering of the discount is a gesture of goodwill and dedication to best value price structure on the parts of both TemplateMonster.com and Fotolia.com.

About TemplateMonster.com

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Welcome to Template Monster Press Room

● Template Monster and Globat to Offer One Year of Free Hosting

The two companies join forces to provide customers exciting new benefits.

Brooklyn, NY - July 14, 2006, Template Monster, the largest template provider on the Web, has teamed up with the world-leader in Performance Web Hosting™, Globat.com®, to bring all of their customers an unbeatable deal. The two companies have created an awesome promotion that allows Template Monster customers to get a whole year of Web hosting for free with the purchase of any of their templates, no strings attached. In return, all Globat.com customers will receive two complete icon sets from Template Monster, for a total of 199 free professionally-designed icons. As an added bonus, Template Monster has also thrown in an additional offer of 25% off all Template Monster products for Globat.com customers.

"We really are excited about this new promotion," said David Braun, CEO of TemplateMonster.com. "We believe that this is one of the best promotions we have ever had. I mean, you hear of companies all the time giving away 3 or 6 months of free Web hosting, but 1 year is unheard of."

Template Monster, which every day makes it easy for thousands of people to have professional-looking Web sites, found a perfect match with Globat.com—a company that focuses on making quality Web hosting easy and affordable. This new partnership between Globat.com and Template Monster will surely have the competition shaking in their boots. We just can't wait to see what other promotions will be coming out with these types of companies in the future.

About TemplateMonster.com

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Globat, LLC is one of the most established Web hosting companies in the United States, offering affordable, quality Web hosting solutions to over 75,000 customers worldwide. Globat.com founder Ben R. Neumann, a two-time Entrepreneur of the Year® award nominee, was a pioneer of the budget Web hosting industry in 1994 when he founded Icom.com, which was sold to Interliant in 1998 and is today owned by Interland. The company is privately held and headquartered in Los Angeles, California.

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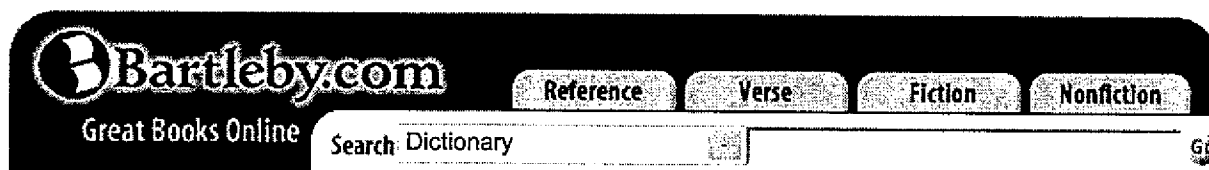
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template

SYLLABICATION: tem·plate

PRONUNCIATION: tēm'plīt

VARIANT FORMS: also tem·plet

NOUN: 1. A pattern or gauge, such as a thin metal plate with a cut pattern, used as a guide in making something accurately, as in woodworking or the carving of architectural profiles. 2. *Computer Science* a. A document or file having a preset format, used as a starting point for a particular application so that the format does not have to be recreated each time it is used: *a loan amortization template for a spreadsheet program*. b. An overlay that fits over all or part of a keyboard and has labels describing the functions of each key within a particular application. 3. A horizontal piece of stone or timber used to distribute weight or pressure, as over a door frame. 4. *Biochemistry* A molecule of a nucleic acid, such as DNA, that serves as a pattern for the synthesis of a macromolecule, as of RNA.

ETYMOLOGY: Probably from French *templet*, diminutive of *temple*, temple of a loom. See [temple](#)³.

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